



# AGREEMENT

**BETWEEN**

12-MED-09-0880  
0312-03  
k29309  
01/09/2013

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



**AND**

**THE CLARK COUNTY SHERIFF'S OFFICE**

**January 1, 2013 to October 31, 2014**

**Dispatchers**

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## PREAMBLE

This Agreement is made and entered into at Springfield, Clark County, Ohio, by and between the Board of County Commissioners of Clark County, Ohio (the Legislative Body), the Office of the Sheriff of Clark County, Ohio (the Employer), and the Fraternal Order of Police/Ohio Labor Council, Inc. (FOP/OLC or the Union).

This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Board of County Commissioners, the Office of the Sheriff, the employees of the Sheriff's Office and their representative, the FOP/OLC, and to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

## ARTICLE 1 UNION RECOGNITION

**Section 1.1 Exclusive Representative** Pursuant to the certification of election results rendered by the State Employment Relations Board in Case No. Rep-04-0058 on August 8th, 1988, the Employer recognizes the Union as the sole and exclusive representative for all employees in the classification of full-time civilian dispatchers.

**Section 1.2 Exclusions** The Union recognizes the following employees as being excluded from the bargaining unit: supervisors, all sworn personnel, all part-time, intermittent (part-time), and all other employees in any other classification other than civilian dispatchers.

**Section 1.3 Definitions** For the purposes of this Agreement, a part-time employee shall be defined as one who is scheduled to work sixty-four (64) hours or less in a standard work period of fourteen (14) days. An intermittent employee is one who is employed on an irregular schedule for less than one-thousand, (1,000), hours in any calendar year.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 2.1** The Union recognizes that except to the extent modified by this Agreement, the Employer has and will retain the full right and responsibility to direct the operations of the department, including but not limited to the following:

- a. To manage and determine its overall mission, functions and programs and services budget, location, physical facilities, equipment, standards of services to be performed, utilization of technology and organizational structure.

- b. To manage and direct its work force including the right to supervise, evaluate and hire employees;
- c. To determine the size and position of the work force, including the right to layoff employees;
- d. To suspend, discipline, demote or discharge for just cause, assign, transfer or promote employees;
- e. To determine the duties to be included in all job classifications, and the standard of quality and performance to be maintained;
- f. To effectively manage the workforce, including the right to determine work schedules and the necessity to schedule overtime and the amount required thereof;
- g. To maintain and improve the efficiency and effectiveness of programs and service;
- h. To adopt reasonable rules and regulations, not in conflict with this Agreement, and to use judgment and discretion in directing the operations of the department;
- i. To determine the overall methods, processes, means or personnel by which governmental operations are to be conducted.

No exercise of these rights shall conflict with the provisions of this Agreement. If the Union believes that such conflict exists, they may challenge it through the grievance procedure.

**Section 2.2 Reservation of Rights** The Employer on its behalf retains and reserves all its rights, power, authority, duty and responsibilities confirmed or invested in it by the laws and constitution of the State of Ohio and/or The United States of America. The exercise of any such right, power, authority, duty or responsibilities and the adoption of such rules, regulations, policies as it may deem necessary, and as those apply to the employees represented by the Union, shall be limited only the terms of this Agreement. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

**ARTICLE 3**  
**SCOPE OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited rights and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement. The parties further agree that this Agreement represents the entire agreement between the parties.

**ARTICLE 4**  
**SUSPENSION OF CONTRACT IN EMERGENCY**

In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrences as determined and declared by the Sheriff, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

Once such disastrous or emergency event has ceased, there shall be a grace period, not to exceed fifteen (15) days, in which all suspended terms of this Agreement shall be re-implemented.

Any disastrous or emergency event shall, however, be deemed to have ended no later than thirty (30) days after the date of the suspension of the contract, and re-implementation will begin immediately.

Should the Sheriff deem it necessary to declare that an emergency exists, and the terms of this contract are to be suspended as provided above, then the Sheriff shall notify the Union, by its officers, that an emergency has been declared and that the terms of this section are to be implemented. Such notification shall be in writing if possible. After the emergency is over and the suspended terms of the contract are re-implemented, employees shall be credited with seniority, sick and vacation time that would have been earned had the contract not been suspended.

**ARTICLE 5**  
**NON-DISCRIMINATION**

The parties to this Agreement shall not discriminate for or against any employee on the basis of membership, non-membership or position in the Union.

It is a condition of this Agreement, agreed to by all parties, to provide equal opportunities to all employees and to prohibit any discrimination because of race, color, creed, sex, national origin, age, handicap, or political affiliation.

## **ARTICLE 6 DUES DEDUCTION**

**Section 6.1 Union Dues** During the term of this Agreement, the Employer will deduct current Union dues for Union members, provided that at the time of such deduction there is in the possession of the Employer a current written and signed authorization for the deduction of dues from that employee. Previously signed and unrevoked authorization cards shall continue to be effective until revoked in writing. All employees will have sixty (60) days following the beginning of their employment in a bargaining unit position to either join the Union and commence paying dues or file with the State Employment Relations Board for exemption. If the exemption is not granted or if the employee does not join the Union, the Employer shall deduct from that employee's payroll check a fair share as permitted under the Ohio Revised Code Section 4117.09(c). The amount of such fair share fee shall be determined by the Union but shall in no event exceed the amount of dues paid by employees who are Union members. The Union agrees that in the event the employee files action challenging the fair share or its procedure that the Employer may cease deductions for fair share deduction until the issue is resolved.

Dues deduction will be made on a monthly basis only for the exclusive representative FOP\OLC and paid to the Union with the Employer providing a list of those employees for whom dues deductions have been made.

The Union shall set and establish the amount of dues to be deducted and the Employer shall be so notified of the amount to be deducted. Should it become necessary and prudent for the Union to increase or decrease the amount to be deducted, the Union shall notify the Employer of such increase or decrease and the effective date of such increase or decrease in writing. At no time will the Employer interfere with the establishment of, or the increase or decrease of, dues amounts.

**Section 6.2 Indemnification** The Union shall indemnify and hold harmless the Employer against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

The Union agrees that in the event an employee(s) file action(s) challenging the fair share fee or its procedure/rebate that the Employer may cease deductions for fair

share fee deduction(s) until the issue is resolved. The Union agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this provision.

**Section 6.3 Miscellaneous** All dues collected from bargaining unit employees will be paid by the Employer to the Union on a monthly basis and mailed to 222 East Town Street, Columbus, Ohio 43215.

## **ARTICLE 7 HOURS OF WORK**

**Section 7.1 Definition** The standard work-day shall be defined as either eight (8) consecutive hours within a twenty-four (24) hour period with a standard work-week defined as five (5) consecutive days or twelve (12) consecutive hours within a twenty-four (24) hour period three (3) times during a seven (7) day calendar week with one (1) short day of four (4) consecutive hours within a twenty-four (24) hour period one (1) time during a seven (7) day calendar week.

**Section 7.2 Split Shifts Prohibited** No employee will be required to work a regular schedule which requires the employee to work a "split shift, unless mutually agreed to by the employee and the Employer."

**Section 7.3 Time Changes** Employees who work their regular schedule on the dates of the semi-annual time changes between Eastern Standard Time and Eastern Daylight-Savings Time shall receive eight (8) hours of pay. Employees who additionally work overtime on the dates of the semi-annual changes between Eastern Standard Time and Eastern Daylight-Savings Time shall be paid for all overtime hours actually worked.

**Section 7.4 Schedule Format** Work will either be scheduled within the standard fourteen (14) day pay period to permit either four (4) days off and ten (10) days of work, with the days off being the same two (2) consecutive days in each seven (7) day calendar week or six (6) days off and eight (8) days of work with the days off being the same three (3) consecutive days in each seven (7) day calendar week.

**Section 7.5 Scheduled Shifts** Dispatchers in training will not be used to cover a shift until they have completed their training.

## **ARTICLE 8 UNION LEAVE**

**Section 8.1 Negotiation Leave** Up to two (2) employees representing the Union will be given paid contract negotiation leave for any time during which bargaining

table negotiations occur, at a straight-time rate. Each negotiator will be credited with up to eight (8) hours of work or relieved of other duties for such time spent the day of negotiations that the employee would otherwise be scheduled to work.

The negotiating team for the Union may consist of as many members as it deems appropriate, but only two (2) employees shall attend the bargaining talks and be eligible for negotiation leave.

Time spent during negotiations shall not constitute hours worked for purposes of overtime compensation.

Employees will have the option to use paid contract negotiation leave as comp-time and may use the same day as the negotiation leave.

**Section 8.2 Admittance to Facilities and Work Sites** The Employer agrees that the Staff Representative of the Union shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Such visitation shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate in the adjustment of grievances and to attend meetings provided for herein.

**Section 8.3 On Duty Pay** The County shall continue the on-duty pay for the local Union representative for Union business if he/she is on duty at the time of a joint meeting scheduled with Management and for reasonable and necessary time to prepare for such meetings. If the local Union representative is not scheduled to be on duty at the time of such a meeting, he/she will not be paid. This section shall not apply to meetings held for Contract negotiations.

## **ARTICLE 9 CONFLICT OF LAWS/SEPARABILITY**

**Section 9.1 Conflict of Laws/Superiority of Contract** This Agreement shall supersede any statute, rule or regulation pertaining to wages, hours, terms and other conditions of employment, except where the Agreement makes no specification about a matter, the public Employer and public employees are subject to all applicable state or local laws or ordinances pertaining to wages, hours, terms, and other conditions of employment for public employees.

**Section 9.2 Separability** If any clause, sentence, paragraph, or part this Agreement, or the application thereof to any person or circumstance, shall, for any reason, be judged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provisions to any other provision, persons, or circumstances.

**Section 9.3 Exclusion of Civil Service Law** Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Ohio Revised Code Chapter 124 or of the Ohio Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the employees in the bargaining unit.

## **ARTICLE 10 SENIORITY**

**Section 10.1 Definition** Seniority will be established on the basis of uninterrupted full-time service in the department performing the duties of civilian dispatcher.

**Section 10.2 Break In Service** The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave;
2. A layoff of one (1) year duration or less;
3. A resignation where the employee is re-employed within thirty (30) days;
4. A temporary assignment outside of the bargaining unit. However, an employee shall not accumulate seniority for any period during which a temporary assignment outside of the bargaining unit exceeds 120 days.

The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;
2. Retirement;
3. Layoff for more than one (1) year;
4. Failure to return to work at the expiration of an approved leave of absence;
5. Failure to respond to a recall notice within five (5) calendar days of a recall from layoff;
6. A resignation, unless the employee is re-employed within thirty (30) days;

7. Overstaying a leave of absence unless prior written approval is received from the employer;
8. Engaging in other employment while on an approved leave of absence.

**Section 10.3 Tie Breaker** In cases where two or more persons started their service with the Clark County Sheriff's Office on the same date, seniority will be established by the last four digits of the employee's social security number on the date of hire; the lower number will have seniority over the higher number in such instances.

## **ARTICLE 11 LAYOFF AND RECALL**

**Section 11.1 Reasons For Layoff, Notice** Employees may be laid off as a result of a lack of work, lack of funds, or job abolishment, but only after all temporary, part-time, seasonal and intermittent employees in the Dispatching Department have been laid off or terminated. For purposes of this section "job abolishment" shall mean the permanent elimination of a position from the department.

The Employer shall notify the Union and each affected employee to be laid off at least fourteen (14) days before the date of layoff and will discuss with the Union's representatives the effects of the remaining employees. Any layoff on an employee shall be instituted in accordance with the least senior employees being laid off first.

**Section 11.2 Recall List** An employee laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualification in existence at the time of recall must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

**Section 11.3 Notice of Recall** Notice of recall shall be sent to the employee by certified 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 in writing by the employee to the Employer.

**Section 11.4 Return From Recall** The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the notice of recall.

**Section 11.5 Financial Responsibility** The parties shall be allowed to introduce testimony and evidence that they believe is relevant in grievances involving layoffs and/or other economic-based disputes.

## **ARTICLE 12 SHIFTS AND ANNUAL SHIFT SELECTION**

**Section 12.1 Shifts** The Employer shall annually establish the starting and ending times of each shift as needed to effectively operate the department. In the event that a bargaining unit member voluntarily resigns, is terminated with no arbitration sought, is terminated with the termination being upheld following an arbitration, is granted disability leave under Article 25, or dies, an emergency shift bid will be posted within seven (7) calendar days of the triggering event. Any employee who returns from a disability leave under Article 25 will not result in the implementation of an emergency shift bid. In no event will an emergency shift bid occur following October 1.

The Employer shall have the right to establish different work schedules for employees assigned to special assignments, which shall be temporary in duration (no more than forty five (45) days). The employee will receive fourteen (14) days prior notice to such a change unless circumstances require less notice.

Employees may request a shift change at any time, if two (2) employees agree to the change on a no gain, no loss basis, subject to approval by the Sheriff.

**Section 12.2 Shift Selection** Barring emergency conditions which would be temporary in duration, which would necessitate reassignment of personnel, employees, by seniority will choose a specific slot on a particular shift and after the selection is made, the employee has his shift assignment changed as described above, he will be given fourteen (14) days prior notice if possible before such change takes effect.

A chart will be posted within each division indicating the number of slots currently allotted to each shift. Each slot will be identified by the days off assigned to it. Shift and days off assignment will be made based upon the written preference of each employee in order of seniority.

**Section 12.3 Posting Of Seniority List** A list of employees assigned to the unit, listed in order of their seniority with the department, will be posted by the chart. Employees assigned to that particular unit will claim a slot within the unit in order of seniority. Shift selection is to be an annual process with changes to commence on the first day of the first full pay period of January. With prior approval, employees will be allowed to trade shifts.

**Section 12.4 Exclusions** Except when covered by FMLA, employees who are on unpaid leave or disability leave shall be excluded from the semi-annual shift selection process. Upon return from leave, employees shall participate in the next regularly scheduled shift selection.

**Section 12.5 Trade of Work Days** By mutual agreement between the involved employees and their supervisors, members of the bargaining unit may trade scheduled work days. Such trade shall not be unreasonably denied. The employees trading will be subject to the restrictions set forth in the Shift Trade Work Agreement that each one will execute as attached hereto.

## **ARTICLE 14 NO STRIKE - NO LOCKOUT**

The Union agrees for itself, its representatives and its members that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike or any concerted work stoppage or other job action designed to impair or impede the function of the Sheriff's Office or any part thereof.

The Union agrees to actively seek stoppage of any type of job action by any member of the bargaining unit and shall take whatever affirmative steps within its ability that are reasonable to end such job action.

The Employer reserves the right to take disciplinary action against those who violate this section.

The Employer agrees not to lock out any member of the bargaining unit during the term of this Agreement.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

**Section 15.1 Purpose** The Employer and the Union recognize that in the interest of harmonious relations, a procedure is needed whereby employees can be assured of prompt, impartial, and fair processing of their grievances. The grievance procedure shall be the exclusive method of resolving grievances as hereinafter defined. However, it is not intended that this procedure to be used to effect changes in this Agreement.

**Section 15.2 Definition** The term "grievance" shall mean an allegation by an employee(s) that there has been a breach, violation, misinterpretation or improper application of this Agreement. Employees may grieve discipline that results in loss of pay or position but may not grieve reprimands beyond the third step.

**Section 15.3 Procedures** All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay shall be initiated at Step 3 of the grievance procedure.

A grievance may be filed by a group of employees provided that the alleged breach, misinterpretation or improper application applies to all members in the group and further provides that each member of the group co-signs the grievance.

**STEP 1 SUPERVISOR-INFORMAL** Any employee, with or without his designated Union representative shall discuss a grievance with his immediate supervisor.

**STEP 2 SUPERVISOR-FORMAL** If an employee has a grievance that is not settled in Step 1, the employee must present the grievance to his immediate supervisor in writing within fourteen (14) days after the employee knew or should have known of the occurrence of the act or event giving rise to the alleged grievance. The grievance must specify the applicable provision(s) of the Agreement, set forth the remedy requested, and be signed by the employee. The grievant's immediate supervisor shall reply to the grievant, in writing, within seven (7) days after the grievance is submitted to him in writing. If the immediate supervisor fails to respond in the appropriate time frame, the grievance shall automatically move to Step 3.

**STEP 3 DIVISION COMMANDER** If the grievance is not settled in Step 2, the employee may appeal his grievance to Step 3 by presenting the written grievance to the Division Commander or his designated representative within seven (7) days of the Step 2 answer. The Division Commander shall schedule a meeting on the grievance within seven (7) days. The Division Commander shall reply to the grievant and his Union representative, in writing, within seven (7) days after its presentation. If the Division Commander fails to respond in the appropriate time frame, the grievance shall automatically progress to step 4.

**STEP 4 SHERIFF'S DESIGNATED REPRESENTATIVE** If the grievance is not settled in Step 3, an employee may appeal his grievance to Step 4 by presenting the written grievance to the Sheriff's Designated Representative within seven (7) days of the Step 3 answer for review of the merits of the case or within seven (7) days of the failure of the Division Commander to provide a written answer at Step 3. The Sheriff's Designated Representative shall schedule a meeting on the grievance within seven (7) days. If the meeting is held, the Sheriff's Designated Representative shall reply to the grievant and his Union representatives, in writing, within seven (7) days of the meeting. If the grievant waives in writing his right to a meeting, the Sheriff's Designated Representative shall reply to the grievant and his Union representatives, in writing, within seven (7) days of receipt of the waiver.

## **STEP 5 ARBITRATION**

**A. Appeal To And Selection Of Arbitration** If the grievance is not answered or settled in accordance with the foregoing procedures, the Union may refer the grievance to arbitration. The Union must notify the Employer, in writing, within fourteen (14) days after the Step 3 answer was received of its intent to take the grievance to arbitration. The parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall select an arbitrator by alternately striking names from the list until one name remains. The remaining name shall be the arbitrator. The parties shall alternate making the first strike. The arbitrator shall be notified of his selection by a letter from the Employer and the Union requesting that he set a time and date, subject to the availability of the Employer and the Union representative. All arbitration hearings shall be held in Springfield, Ohio (unless the parties mutually agree otherwise).

**B. Authority, Limits And Responsibilities Of Arbitrator** The arbitrator shall have no right to amend, or recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit, in writing, his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding to all parties. Issues of arbitrability raised by either party at arbitration shall be decided by the arbitrator and the decision shall be final and binding upon the parties.

**C. Cost/Fees Of Arbitration** The fees and expenses of the arbitrator shall be equally shared by both parties. However, each party shall be responsible for compensating its own witnesses or other cost incurred, such as, the purchase of a written transcript or recording of the hearing.

**Section 15.4 Union Representation** At all steps in the grievance procedure, the employee may have a designated Union representative present. The Union representative in attendance shall not suffer any loss of pay or be entitled to any overtime pay while attending meetings or arbitration hearings.

**Section 15.5 Withdrawal And/Or Settlement Of Grievance** The grievant(s) may withdraw his grievance at any time by doing so in writing or by permitting the time requirements to lapse at Step 2 or 3 without further appeal. The parties may settle and/or compromise any grievance on mutually agreeable terms provided that any

such settlement shall be deemed to have been made on a "no precedent" basis and further provided that the designated Union representative shall be notified of and permitted to attend any meeting between the Employer and the grievant concerning settlement.

**Section 15.6 Consolidation Of Grievances** Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon the express mutual Agreement of the parties.

**Section 15.7 Time Limits** The parties may, by mutual agreement, waive any steps or any of the time limits of this Article. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

**Section 15.8 Prearbitration Meetings** Either party may request, in writing, a prearbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 4 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a prearbitration meeting, unless the parties agree otherwise.

## **ARTICLE 16 DISCIPLINE/PERSONNEL RECORDS**

**Section 16.1 Just Cause** No employee having completed his probationary period shall be disciplined or discharged except for just cause.

**Section 16.2 Form of Discipline** Disciplinary action may include (a) verbal warning; (b) written warning; (c) reassignments; (d) working suspensions; (e) loss of vacation; (f) suspension without pay; (g) discharge from employment.

**Section 16.3 Progressive Discipline** The Employer will discipline its employees in a consistent manner taking into consideration the facts of the situation and the employee's disciplinary history, work history and other factors that may be pertinent in determining the appropriate discipline.

**Section 16.4 Predisciplinary Process** Before any employee is suspended or discharged from employment, the employee shall have the right to have a fair hearing with the Employer or his designee for the purpose of receiving from the

Employer the reason for the proposed suspension, or discharge and to explain to the Employer his version of the facts giving rise to the proposed discipline. The employee may choose to: 1) appear at the hearing to present an oral or written statement in his defense; or 2) appear at the hearing and have a chosen representative present an oral or written statement in defense of the Employee; or 3) elect in writing to waive the opportunity to have a predisciplinary hearing. Failure of the Employee to elect and exercise one (1) of the three (3) options will serve as a waiver of the Employee's right hereunder to a predisciplinary hearing. The employee will not be entitled to compensation for attending this hearing unless the hearing is scheduled during his or her shift. The employee may request to have his Union representative in attendance at such hearing.

Any employee who is charged with violating rules and/or regulations of the Sheriff's Office will be provided copies of all transcripts, records, written statements and tapes pertinent to the case. This information will be provided to the employee at least seventy two (72) hours prior to any pre-disciplinary hearing with management.

**Section 16.5 Appeal of Discipline** Any disciplinary action may be grieved through the grievance/arbitration procedure, however, verbal warnings and written warnings are grievable only to Step 3 of the grievance procedure herein and will not be subject to arbitration.

**Section 16.6 Record of Discipline** Verbal warnings and written warnings shall cease to have force and effect twelve (12) months from the date of issue, provided that no additional disciplinary action has been taken against the employee in that time frame. Any other disciplinary records described herein shall cease to have force and effect twenty-four (24) months from date of issue, provided that no additional disciplinary action has been taken against the employee in that time frame.

Upon request, an employee shall be given a copy of any written disciplinary action or evaluation placed into his personnel file, except as provided herein. An employee shall be permitted to insert written clarification or explanatory memorandums and attach such memorandum to the material found in the employee's personnel file.

In any case in which a verbal warning, written warning, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed immediately from the employee's personnel file.

**Section 16.7 Number of Personnel Files and Documents** There will be one (1) official personnel file held by the Sheriff or his designated representative. An employee shall have access to this personnel file upon reasonable notice to the

Employer. Such access to the personnel file shall be within two (2) working days of said request. An employee shall have access to his personnel file during normal office hours of the custodian of the record. The employee may be accompanied by his Union representative in such inspection. It is understood between the parties that this access does not include pre-employment Employer inquiries and reference checks and responses obtained during the pre-employment investigation. An employee may request copies of materials in his personnel file; however, the employee shall bear to cost of duplication of \$.25 per copy.

**Section 16.8 Inspection of Personnel Files** Any bargaining unit member shall have the right to inspect his/her personnel file, except material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code, upon reasonable notice to the custodian thereof. Such access to personnel files shall be within two (2) working days or as soon as possible. The member has the right to provide written authorization for a bargaining unit member to act for the member in requesting access to the personnel file and to review said file. The designated bargaining unit member inspecting a member's file shall sign indicating he/she has reviewed the file.

Upon request, an employee shall be given a copy of any written disciplinary action or evaluation placed into his personnel file, except as provided herein. The members file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless pursuant to court order, subpoena, or request made pursuant to the Ohio Public Records Act. Any records that the Employer may keep confidential, shall be kept confidential and shall not be released pursuant to the Ohio Public Records Act.

## **ARTICLE 17 OVERTIME**

**Section 17.1 Overtime Compensation, Computation** Employees required to work in excess of their originally scheduled work day, or forty (40) hours in any seven (7) day work week , will receive compensation at one and one half times the employee's normal rate of pay.

**Section 17.2** Sick leave, vacation leave, compensatory leave, unauthorized leaves of absence, and periods of suspension are not to be counted as hours worked in computing overtime. Holiday/personal leave shall be considered time worked and considered in computing overtime.

Sick leave, vacation leave, compensatory leave, unauthorized leaves of absence, and periods of suspension shall count as time worked for purposes of overtime if an employee is ordered to work during the work week in which its used.

**Section 17.3 Compensatory Time** Compensatory time may be chosen in lieu of pay for overtime hours worked. Employees will be credited at the rate of time and one-half for each hour of overtime worked. Any employee who wishes to use hours from his Comp-time bank shall make a written notice (48) forty eight hours in advance, unless otherwise agreed upon, to his immediate supervisor and request approval. Such leave shall be granted on a first come first serve basis. Comp time may be accrued from year to year up to a maximum of 80 hours on the books at any given time. Such comp time must remain "comp" and shall be eligible for a one time buy out in each calendar year, not exceeding the amount of 40 hours. The buy out request must be submitted on or before December 1 of each year. The buy out will be paid the first full pay period after December 1. No more than 48 hours may be on the books as of December 31 of each year.

**Section 17.4 Requirement For Overtime** To receive credit for overtime, the employee must:

1. Actually work the hours for which claim is being made.
2. Have the overtime authorized, granted, or approved by the Supervisor, acting supervisor, or appointing authority prior to working the overtime.
3. Submit to his shift supervisor or division head a time form stating the time and date worked, the total hours worked to the nearest one-tenth hour, why the overtime was worked, and the signature of the supervisor authorizing the overtime. The employee's shift supervisor will then make the necessary designation on the attendance sheet to credit the employee for the time worked.

**Section 17.5 Overtime Call-In Lists** There will be an overtime call-in list. Employees will be listed in order of seniority and will be rotated thereafter. When overtime assignments are available, employees may take a maximum of eight (8) hours of the overtime offered on the first call. One provided number will be contacted and a message will be left. Subsequent offerings (if applicable), employees may take as much overtime as they desire. If after the Employer has gone through the list and no one has agreed to work the time, the Employer shall call intermittent employees so they may be offered the opportunity to work the overtime. If no intermittent employee agrees, the Employer shall, pursuant to its policy concerning intermittent dispatchers, order in one or more intermittent employees. If the Employer is unable to successfully order in a sufficient amount of intermittent employees, then the Employer will order in the employee with the least amount of overtime who is not working the shift that needs to be filled. No employees will be ordered to work more than twelve (12) hours in a work cycle, unless the employee and Employer are in mutual agreement. The twelve (12)

hours can be either consecutive or split throughout the work cycle. A work cycle shall be defined as the beginning of an employee's shift through the beginning of the employees next shift, which is defined as (24) twenty four hours. Employees who are working overtime on a scheduled off day shall not be required to work more than eight (8) consecutive hours in any given off day. For the purposes of the call-in list, only overtime worked as part of a full shift shall be counted. Employees will not be ordered in to work more than twelve (12) hours in any twenty-four (24) hour period except when management has attempted to order in all other employees pursuant to this section.

Employees on approved leave (e.g. vacation, comp. time or personal day) will not be ordered for overtime except in case of emergency, as defined in Article 4. Employees will not be ordered in from the last scheduled shift before the approved leave until the approved leave is completed. During this period the employee will not be entitled to overtime opportunity unless the employees expressly make themselves available. If, during a preceding shift the need arises to have an employee work overtime, the supervisor may fill the vacancy by hold over overtime without use of the overtime list.

**Section 17.6 Remedy** Employees who believe they should have been called for overtime but are not shall file a written statement with the Division Commander/Supervisor within five (5) calendar days of the time they believe they should have worked the overtime. If it is found that they should have worked the overtime the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount of overtime they should have worked. Also, this is the only remedy an arbitrator may apply to a grievance.

## **ARTICLE 18 CALL BACK CREDIT**

**Section 18.1 General Procedures** If an employee leaves work at the end of his shift, and is contacted by the office to return to work prior to his next scheduled shift of duty, such employee, when he responds, will be compensated at a rate of one and one-half (1.5) times the employee's normal rate of compensation. At no time will the responding employee be credited with less than three (3) hours, (3 hours at time and one half), unless such time is connected to the beginning of his normal work shift.

When contacted for call back, the employee will ascertain the reason he is being notified to respond and the supervisor authorizing the call back.

Employees who report as a result of the call back notification will not be sent home early from an assigned shift in order to avoid compensating the employee.

However, a request from the employee to be dismissed early may be honored and the overtime worked as a result of call back be reduced by the amount of time taken off prior to the end of the scheduled shift.

Employees who return to work for training, disciplinary hearings or those who show up without being notified to do so are not entitled to call back credit.

It will not be required of the employee to file a claim for call back credit. However, he/she must initial the attendance sheet. The supervisor authorizing the call back will make proper notification to insure credit is given.

**Section 18.2 Court Time** Any time an employee is required to appear in court in connection with their official duties shall be considered hours worked. When requested by an employee and approved by the Supervisor, the employee may be released early from the shift prior to or directly after court time if sufficient manpower is available. The time off will be deducted from time gained during the court appearance. Employees actually attending court will receive a minimum two (2) hours overtime provided the time is not during the employees normal scheduled work day. Any court time exceeding two hours will be computed at the rate of one and one half (1.5 for all time spent in court to the nearest half hour). The employee, to receive credit for court appearances, will use the time clock in the appropriate court and will punch out using the back of the available subpoena/overtime slip or pay voucher and will make a good faith effort to ascertain if the case is to receive attention from the courts before attending the proceedings.

## **ARTICLE 19 SICK LEAVE**

**Section 19.1 Sick Leave Accrual** Sick leave is earned at the rate of 4.6 hours per pay period which can be accrued indefinitely. Sick leave can be transferred between county and other City and State Departments.

**Section 19.2 Sick Leave Conversion at Retirement** Upon retirement, a bargaining unit employee may convert to pay up to 320 hours of his/her accumulated sick time.

**Section 19.3 Use of Sick Leave** Sick leave may be granted to an employee for the following reasons:

- a. Illness of or injury to the employee or a member of his/her immediate family where the employee's presence is reasonably necessary. (In case of a member of the immediate family not living in the same household,

their supervisor may credit sick leave when he believes it justified, but such cases will be carefully investigated).

- b. Death of a member of his/her immediate family. (sick leave usage is limited to five (5) working days unless extended with the consent of the employee's supervisor).
- c. Medical, dental, optical examination or treatment of and employee or a member of his/her immediate family where the employee's presence is reasonably necessary.
- d. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- e. Pregnancy and/or childbirth and other conditions related thereto.

**Section 19.4 Immediate Family for Sick Leave** The definition of immediate family shall include: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other persons who stand in loco parentis.

**Section 19.5 Reasonable Use for Sick Leave** Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in dismissal, or other disciplinary action, and a refund to the county for salary or wages paid to the former employee, in an amount not to exceed the amount of benefits paid to the employee, that are determined to be fraudulent.

**Section 19.6 Justification of Sick Leave** The employee shall furnish a satisfactory written statement to justify the use of sick leave. If absence due to illness or injury exceeds three (3) consecutive working days, the Employer requires the employee to obtain a certificate from a physician. If medical attention is required, a certificate stating the nature of the illness or injury from a licensed physician shall be required to justify the use of sick leave. The failure to present such a certificate or written signed statement to the Employer shall result in loss of pay for the time absent. When sick leave is requested to care for a member of the immediate family, and qualifies as a FMLA occurrence, the Employer requires a physician's certificate to the effect that the presence of the employee is necessary to care for the ill member of the employee's immediate family. Evidence of sick leave shall be submitted immediately upon return to work.

**Section 19.8 Mark Off** When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or other designated person at least two (2) hours (unless extenuating circumstances prohibit doing so) prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

**Section 19.9 Annual Sick Leave Conversion** By December 1 of each year of the Contract, each employee who has at least the following accumulated sick leave may submit a written request to convert the following hours of accumulated sick leave to a cash payment. An employee must have at least 200 hours of accumulated sick leave to be permitted to convert up to a total of 48 hours of that accumulated sick leave to a cash payment. The described conversion of accumulated sick leave requires that the employee does not drop below the following at the time of conversion: (200 accumulated hours). Cash conversion payments shall be made in December of each year of the Contract to those qualifying and applying.

## **ARTICLE 20 INSURANCE COVERAGE**

### **Section 20.1 General Description of Benefits**

The health insurance benefits plan will include coverage for hospitalization, diagnostic services, prescriptions, office visits, and mental health services under the terms of a plan applicable to the Board of County Commissioners.

Full family and single dental coverage will be provided under the terms of a plan applicable to employees of the Board of County Commissioners.

All benefit payments, annual, or service deductibles, co-payments and other costs to employees (with the exception of contributions listed herein) shall be the same as those applicable to employees of the Board of Commissioners. An IRS Article 125 plan shall be made available to employees so that employee paid premiums are made on a pre-tax basis.

Bargaining unit employees accepting insurance provided by Clark County shall pay the following percentage of the applicable premiums:

2013: 8 %  
2014: 10 %

In no event will bargaining unit employees pay more than other employees funded through the General Fund.

During the term of this Agreement, the parties will discuss the implementation of a health wellness program.

**Section 20.2 Changes to Coverage/Rates** If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier or alternative coverage.

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider. All such changes would be referred to the insurance committee.

**Section 20.3 Coverage for Laid-off Employees** The Employer will provide insurance coverage for laid-off employees for at least thirty (30) days following the effective date of layoff, but in no event longer than the first full month following the month in which the employee is laid off.

**Section 20.4 Appeals** Appeals regarding the payments of insurance claims must be processed through the appeals procedure in the County benefits program and may not be submitted through the grievance procedure.

**Section 20.5 Life Insurance** The Employer will provide, at no cost to the employee, life insurance coverage and accidental death and dismemberment coverage in the total amount of \$20,000.00 (\$10,000.00 life and \$10,000.00 AD&D). Such term insurance shall be convertible to individual policies at the time an employee retires or terminates his/her employment with the county. Additional life insurance is available through payroll deductions.

**Section 20.6 Professional Liability Insurance** The parties understand that employees, as agents of the Employer, are covered by the provisions of Revised Code Chapter 2744. The County and the Employer are thereby obligated to defend employees acting within the scope of their employment against actions and lawsuits brought by third parties against employees.

## ARTICLE 21 UNIFORM ALLOWANCE

**Section 21.1 Initial Issuance** Operators will be issued a full allotment of uniforms after sixty (60) days of their initial appointment. Employees will wear issued uniforms all work hours.

**Section 21.2 Uniform Description** All members of this agreement will be required to wear the following uniform: long sleeve polo style shirt or short sleeve polo style shirt (brand and style determined by the Sheriff) with the appropriate designed "911 Communication Insignia", black or khaki pants or black/khaki skirt (optional), black or brown belt and black or brown low heel shoes (no open toe shoes allowed). The Sheriff shall provide yearly to each member the opportunity to receive, free of charge, a total of five (5) shirts, with the employee to select the combination of long sleeve and/or short sleeve shirts.

**Section 21.3 Annual Allowance** Each member will be given an allotment of five hundred dollars (\$500.00) which they will use towards purchasing and maintaining pants and shoes. This allotment will be given in two installments of two hundred fifty dollars (\$250.00) to each employee on active duty status the first pay period of March and September of each year. For those individuals not on active duty status, upon the individuals' return to active work, the uniform allowance shall be pro-rated.

**Section 21.4 Maintenance of Uniforms** Uniforms will be kept clean and in good repair by the operator.

**Section 21.5 Return of Uniforms Upon Separation** Upon separation from employment, all uniforms and equipment will be returned to the Sheriff or his representative before terminal pay is issued.

**Section 21.6 Uniform Changes/Damaged Uniforms** Uniforms that are damaged in the line of duty shall be repaired or replaced by the Employer. If there is a change in uniforms the Employer shall provide the initial allotment at no cost to the employee.

## ARTICLE 22 TRAINING

**Section 22.1 Minimum OPOTC Training** The Sheriff will determine all training needs for this unit. Any employees who wish to be considered for training above and beyond that ordered by the Sheriff will fill out request forms provided by the department. All operators will have the opportunity to attend training as necessary to maintain and improve skills.

**Section 22.2 Tuition Reimbursement** Formal education received at recognized colleges and universities is recognized as an asset to the employee and the Department. In an effort to promote the accumulation of knowledge and skills these institutions offer, a Tuition Reimbursement Program is offered to defer the cost of job-related courses. The program is as follows and will be adopted for college training. In order to be eligible, the employee must have one (1) year of service with the County.

1. A request form will be filled out stating the school, course, probable cost per credit hour and starting date.
2. The employee will state the relationship of the course to the work he/she performs in their present position.
3. The Sheriff will then certify the applicability of the course to the employee's work. If the Sheriff does not agree, his decision is subject to the grievance procedure.
4. The Sheriff will then certify the budget the category the money will be drawn from and submit the form to the County Administrator for approval.
5. No county funds will be paid for any expenses incurred for college training except books and tuition.

If the following conditions are met, then payment will be processed:

1. The employee must complete the course with a 2.0 average. Reimbursement will be computed by the formula of grade point average x 25 = % of reimbursement.
2. A copy of the grade report or the certificate is submitted to the Sheriff.
3. Proof is submitted that a minimum of 75% attendance at classes is met. This can be accomplished with signatures and dates by the course instructor.
4. Reimbursement will be at a rate per class hour not to exceed the rate charged per class hour at "The Ohio State University".

An employee who leaves employment, except retirement, with the Employer within two (2) years of completing a course for which he was reimbursed shall be obligated to repay the Employer in full for any such reimbursed tuition expenses.

On the initial request form, the employee shall authorize the Employer to deduct some or all of the reimbursed tuition expenses from the employee's final check.

## **ARTICLE 23 LEAVE WITHOUT PAY**

**Section 23.1 Period of Leave** The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reason(s) of the employee, including maternity leave. Such leave may not be renewed or extended beyond six (6) months.

**Section 23.2 Special Purposes Leave** Leave may be granted for a maximum period of two (2) years for the purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level, or for voluntary service in a governmentally-sponsored program of public betterment. Although the denial of a request for a leave of absence under this Section is subject to the grievance process, neither the employee nor the Union may advance the final decision of the Sheriff to arbitration.

**Section 23.3 Approval of Leave** With the exception of leave without pay under the Family and Medical Leave Act, the granting of any leave of absence is subject to the approval of the employee's supervisor and the Sheriff. Except for emergencies, employees will advise their supervisor thirty (30) days prior to the commencement of the desired leave so that the various functions may proceed properly.

**Section 23.4 Return From Leave** Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated and/or displaced upon the reinstatement of the employee from leave. The affected/displaced employee will be considered for other vacancies.

**Section 23.5 Early Return, Failure to Return** An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, a report of "failed to return from leave" is made unless an order for removal is appropriate, or if the employee is placed on disability leave.

## **ARTICLE 24 MATERNITY LEAVE**

**Section 24.1 Length, Use of Paid Leaves** An employee who becomes pregnant shall be entitled to maternity leave of absence, without pay, for personal reasons as described in Article 23. The employee may elect to use any or all accrued sick leave, vacation leave or any other accrued paid leave time before going on maternity leave. Sick, vacation, or other paid leaves used shall count toward the six (6) month period.

**Section 24.2 Involuntary Leave** If the Sheriff believes that an employee's pregnancy is inhibiting the usual performance of her duties, he may require that the employee begin sick leave at an earlier date than selected by the employee. The employee may appeal such an action via the grievance procedure provided that medical data supporting the employee's case must accompany the grievance.

**Section 24.3 Leave Accumulation** An employee on maternity leave does earn sick leave or vacation credit, unless on unpaid leave.

**Section 24.4 Cancellation of Leave** When maternity leave is granted and it is found that the leave is not actually being used for such purpose, the Sheriff may cancel the leave and direct the employee to report for work by giving written notice to the employee by registered mail or witnessed hand delivery.

## **ARTICLE 25 DISABILITY LEAVE**

**Section 25.1 Reasons for Disability Leave** A physically or mentally incapacitated employee may request a disability leave without pay. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized;
2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
3. is declared incapacitated for performance of the duties of the position by a licensed physician or psychiatrist.

**Section 25.2 Reinstatement** Reinstatement rights upon granting of disability leave extend for three (3) years if the employee does not obtain a disability retirement from the Ohio Public Employees Retirement System. If the employee obtains a disability retirement benefit from the Ohio Public Employees Retirement System, the

employee shall have reinstatement rights consistent with R.C. 145.362. Upon reinstatement from a disability leave, an employee will be returned to the same or similar position. Any appointment to a position vacated by an employee on disability leave will be on a temporary basis, and the person accepting such a position must be made aware of its temporary nature. Should the employee returning from leave be reinstated in another position, the status of the temporary appointee will be determined by the Employer. The affected person shall be considered for open position.

**Section 25.3 Use of Personal Leave** A disabled employee may first be granted a personal leave of absence without pay. However, should the disability continue beyond the expiration date of that leave of absence, the employee may request and be granted a disability leave, provided that the conditions mentioned above are met.

**Section 25.4 Reinstatement Procedures** An employee who has been granted a disability leave is to be reinstated within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. This examination will be paid for by the County.

**Section 25.5 Disability Separation/Retirement** An employee whose disability prevents reinstatement from disability leave may request to apply to the Public Employees Retirement System (PERS) for a disability retirement. Should a disability retirement be approved, such a separation from county service will be properly reported to the appointing authority.

**Section 25.6 Failure to Return** An employee who does not return from disability leave, and who does not take a disability retirement, or formally resign, will be terminated at the end of the approved leave by means of a personnel action designated as "failure to return from disability leave."

## **ARTICLE 26 MILITARY LEAVE**

**Section 26.1 Military Leave** Employees will be granted leave for purposes of military service as required by state and federal law. The Employer agrees to comply with state and federal laws regarding military leave.

## **ARTICLE 27 HOLIDAYS**

**Section 27.1 Holidays** The following days are recognized as holidays by the Clark County Sheriff's Office and will be governed by the procedures set forth in this Article:

- |     |                               |                           |
|-----|-------------------------------|---------------------------|
| 1.  | New Year's Day                | January 1st               |
| 2.  | Martin Luther King's Birthday | 3rd Monday in January     |
| 3.  | Lincoln-Washington Birthdays  | 3rd Monday in February    |
| 4.  | Memorial Day                  | 4th Monday in May         |
| 5.  | Independence Day              | July 4th                  |
| 6.  | Labor Day                     | 1st Monday in September   |
| 7.  | Columbus Day                  | 2nd Monday in October     |
| 8.  | Veteran's Day                 | November 11th             |
| 9.  | Thanksgiving Day              | 4th Thursday in November  |
| 10. | Christmas Day                 | December 25 <sup>th</sup> |

**Section 27.2 Holidays for Twenty-Four Operations** Due to the fact that the Sheriff's Office contains functions and responsibilities that must be maintained on a twenty-four (24) hour a day - seven (7) days a week basis those employees who are assigned to those areas requiring round-the-clock staffing will be granted holiday compensation according to the following procedures:

1. All employees working eight (8) hour shifts have an account established at the beginning of each year which provides for 104 hours of personal leave.
2. This personal leave will be granted by the supervisor, with the appropriate paperwork upon 48 hour notice. In the event that a number of employees make application for the same day, two employees requesting leave for the day will be granted on a first come, first serve basis. Supervisors may grant additional employees that day off based on the availability of alternate personnel and the manpower requirements needed to perform the assignment function. If it is not possible to approve leave for an individual based on a need to maintain staffing levels, the supervisor will suggest an alternate day before disapproving the requested leave. In no case will personal leave be accepted until six (6) months prior to the requested day.
3. In no case will this personal leave be carried over from one year to the next. The personal leave will expire at 11:59 p.m. on December 31st of each year.
4. The record of the amount of time available and used during the year will be maintained by the Employer.
5. Eligible employees must take at least six (6) days of personal leave before July 1st of any given year. The remaining personal days must be taken between

July 2nd and December 31st of any given year. Those employees that have not taken, or made application for the use of, personal leave days during the time frames listed will be assigned to take the leave by their supervisor.

## **ARTICLE 28 VACATION**

**Section 28.1** All employees shall earn annual vacation leave according to their number of years of service with the county as follows:

1. Less than 1 year of service completed. No vacation.
2. 1 or more years of service, but less than 6 years completed. 80 hours (10 working days, 80 hours).
3. 6 years of service, but less than 14 years completed. 120 hours (15 working days, 120 hours).
4. 14 years of service, but less than 20 years completed. 160 hours (20 working days, 160 hours).
5. 20 years of service, but less than 25 years completed. 200 hours (25 working days, 200 hours).
6. 25 years or more of service completed: 240 hours (30 working days)

All employees first hired full time after January 1, 2013 shall earn annual vacation leave according to their number of years of Sheriff's Office service with the Sheriff's Office as follows:

1. Less than 1 year of service completed: No vacation.
2. 1 or more years of service, but less than 8 years completed. 80 hours (10 working days).
3. 8 years of service, but less than 15 years completed: 120 hours (15 working days).
4. 15 years of service, but less than 25 years completed: 160 hours (20 working days).
5. 25 years or more of service completed: 200 hours (25 working days).

The above service requirement need not be continuous. However, completion of a total of one (1) year service is required before eligibility for any vacation leave is established.

**Section 28.2** Vacation shall be credited each bi-weekly pay period at the following rates:

1. 3.1 hours per pay period for those entitled to 80 hours vacation.
2. 4.6 hours per pay period for those entitled to 120 hours vacation.
3. 6.2 hours per pay period for those entitled to 160 hours vacation.
4. 7.7 hours per pay period for those entitled to 200 hours vacation.
5. 9.2 hours per par period for those entitled to 240 hours vacation.

Part-time service is counted for the purpose of determining length of service, but an employee can accrue vacation on a pro-rated basis of hours worked while on part-time status.

Vacation requests of less that 1 week must be made before the leave is scheduled to commence. If an employee is disabled, they may use their accumulated vacation during the time of the illness. This leave must be requested on the approved Departmental forms or by letter. The Employer will respond in a timely fashion (no longer than seven (7) days) to a request for vacation by an employee.

**Section 28.3** Vacations should be scheduled as early as possible in the calendar year. During the term of the contract, management will retain the right to approve or disapprove the employee's request for vacation leave based upon the manpower needs of the Employer. Assignment to vacation will only be made when the employee is in a use or lose situation. Use or lose notice will be made to the employee at least two (2) weeks in advance of the employee being assigned to vacation. An employee may accumulate vacation and accrue it over into the next year. An employee will be allowed to accumulate and carry over vacation earned in the employee's most recent three years of service. The employee will be considered in a use or lose situation when the accumulated carry over and the vacation earned in the present year would exceed the maximum carry over for the next year.

**Section 28.4 Conversion On Separation/Death** Upon separation from County service, an employee is entitled to compensation for any earned, but unused vacation leave credit at the time of separation, provided the employee has more

than one (1) year of service. Payment will be made at the employee's current rate of pay.

**Section 28.5 Transfer Of Service Time** An employee who transfers from one agency to another in county government is paid by the releasing agency at the time of transfer for any earned, but unused, vacation leave. An employee who has less than one (1) year of service at the time of transfer will become eligible for eighty (80) working hours of vacation upon completion of a total of one (1) year of service, the releasing agency will provide to the new agency the number of pay periods that the employee has worked and the total accrued hours.

**Section 28.6** In the case of an employee's death, any earned but unused vacation leave shall be paid to the day of death to the deceased employee's estate in accordance with applicable probate statutes.

**Section 28.7** The taking of sick leave (unless on leave of absence or disability leave), compensatory time, vacation, or other designed and approved leave with pay will not interfere with the accumulation of vacation leave credit. If an employee is on active pay status for only part of a pay period, he will be credited with only that amount associated with the number of hours worked. However, vacation is not accumulated while performing overtime work.

## **ARTICLE 29 FITNESS FOR DUTY**

**Section 29.1 Examinations** The Employer may have an employee examined by a physician and/or Ohio licensed psychologist to determine the employee's physical fitness to perform the assigned duties, when symptoms of a disability become manifested or when job performance declines either qualitatively or quantitatively. The Employer shall select and pay the physician and/or Ohio licensed psychologist. The employee will be considered to be working during his travel to and from the examination, as well as during the examination. The physician and/or Ohio licensed psychologist shall provide to the employee and to the Employer a fit for duty report and recommendation regarding that employee's fitness for duty. Based upon the employee's inability to perform the essential functions of his position, with or without reasonable accommodations, the employee shall be placed on a selected leave (i.e., sick leave, vacation leave, comp-time leave, disability leave or leave of absence).

**Section 29.2 Employee Appeal** If, prior to selection leave, the employee disagrees with the Employer's physician and/or Ohio licensed psychologist concerning his fitness for duty, he may provide the Employer with a physical examination report from any other licensed physician and/or Ohio licensed

psychologist of his own choosing. Such examination shall be arranged for and paid by the employee. If the employee's physician and/or Ohio licensed psychologist and the Employer's physician and/or Ohio licensed psychologist cannot agree on the employee's fitness for duty, the Employer and Employee shall designate by mutual agreement an independent physician and/or Ohio licensed psychologist to examine the employee and determine whether or not he is fit for duty. The Employer will arrange and pay for the examination by the independent physician and/or Ohio licensed psychologist, whose determination shall be binding upon all parties.

**Section 29.3 Reinstatement** Once an employee is found to be unfit for duty as described herein, such employee shall have recall rights for three (3) years if the employee does not obtain a disability retirement benefit from the Ohio Public Employees Retirement System and for five (5) years if the employee obtains a disability retirement from the Ohio Public Employees Retirement System from the date of the final and binding decision of the independent physician and/or Ohio licensed psychologist. Recall shall be based upon the employee's ability to meet the fitness requirements. The Employer agrees to save the Union harmless in the event of any legal controversy with regards to application of this provision.

**ARTICLE 30  
WAGES**

Section 30.1 Wage Scales: Each step on the wage scale represents a completed year of service as a Dispatcher with the Clark County Sheriff's Office. Employees will advance to the next succeeding step on their anniversary dates of hire.

A. All Dispatchers will be paid according to the following wage scale.

1. Effective January 1, 2013, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

| Dispatcher | Step 1      | Step 2      | Step 3      | Step 4      | Step 5      |
|------------|-------------|-------------|-------------|-------------|-------------|
| Hourly     | \$15.53     | \$16.64     | \$17.76     | \$18.87     | \$20.49     |
| Annual     | \$32,302.40 | \$34,611.20 | \$36,940.80 | \$39,249.60 | \$42,619.20 |

2. Effective January 1, 2014, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

| Dispatcher | Step 1      | Step 2      | Step 3      | Step 4      | Step 5      |
|------------|-------------|-------------|-------------|-------------|-------------|
| Hourly     | \$15.84     | \$16.97     | \$18.12     | \$19.25     | \$20.90     |
| Annual     | \$32,947.20 | \$35,297.60 | \$37,689.60 | \$40,040.00 | \$43,472.00 |

**ARTICLE 31  
MISCELLANEOUS**

**Section 31.1 Copies of Agreement** Copies of this Agreement will be made available to all bargaining unit employees, the Sheriff and his designated assistants, and the Board of Clark County Commissioners and their designated assistants. Costs incurred in the printing of this Agreement for distribution will be split 50/50 by the Employer and the Union.

**Section 31.2 Definition of Days** Unless otherwise indicated, the term days as used in this Agreement shall mean calendar days.

**Section 31.3 Plural, Gender** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine gender it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**Section 31.4 Definition of Probationary Employee** As used in this Agreement, the term "probationary employee" shall mean an employee serving his first year of employment. Any probationary employee who completes his first sixty (60) days of employment, may use the grievance procedure contained in this Agreement except to challenge discipline or discharge, which shall remain in the sole and absolute discretion of the Employer until the employee's probationary period is successfully completed.

**ARTICLE 32  
LABOR/MANAGEMENT COMMITTEE**

A labor/management committee consisting of two (2) employees who will represent the union and two (2) who will represent the employer will be established. At the request of either the Employer or the Union, this committee will meet on the first Wednesday in February, May, August and November in each year of this Agreement or at such other times as the parties mutually agree.

Agendas will be, exchanged by the parties three (3) days prior to each meeting. It is understood that the labor/management committee has no authority to alter or abridge the terms of the Agreement, but is convened to discuss items of concern to the parties.

Labor management meetings shall be signed by a representative of each party, and a copy shall be distributed to the parties' representatives. It is further agreed, pursuant to Article 32, that the labor management committee has no authority to alter or abridge the terms of the collective bargaining agreement.

### **ARTICLE 33 RESIDENCY REQUIREMENT**

**Section 33.1 Residency Requirement** All employees shall be residents of Clark County, Ohio, or a contiguous county, throughout their employment as dispatchers. Failure to comply with this requirement shall result in disciplinary action up to and including termination from employment.

Newly hired employees must comply with the above requirement by no later than twelve months from the date of employment. In the event that an employee fails to comply with the above requirement despite efforts to be a resident of Clark County, the Employer at its discretion may provide the employee with an extension to comply with the residency requirement.

**Section 33.2 Use of County Vehicles** Any vehicle which is the property of Clark County, Ohio, or a contiguous county and is used by a Clark County, Ohio employee must remain in the county unless being used for official business and may not be taken to the residence of the employee if that employee resides outside of Clark County, Ohio.

### **ARTICLE 34 MISCELLANEOUS ECONOMIC BENEFITS**

**Section 34.1 DTO Pay** Any bargaining unit employee who is designated as a Dispatch Training Officer (DTO) or is assigned an employee to train shall receive a premium pay adjustment of one dollar (\$1.00) for each hour worked while assigned a trainee.

**Section 34.2 DTO Training** DTO training will be offered once a year for those who are interested with five (5) years dispatch experience with the Clark County Sheriff's Office.

### **ARTICLE 35 SAFETY**

**Section 35.1 Staffing** In order to ensure both the safety of the bargaining unit members and the public they serve, the Employer shall maintain a staffing level of at least sixteen (16) full time dispatchers.

**Section 35.2 First Aid Kits:** Management will provide and maintain one fully stocked First Aid Kit.

**Section 35.3** In the event a deputy sheriff is killed in the line of duty, the employer recognizes that on duty dispatchers who are directly involved may suffer the same effects as the deputy sheriff(s) who were involved and should be afforded the same opportunities as the deputy sheriff(s) who are directly involved.

## **ARTICLE 36 INTERNAL AFFAIRS PROCEDURES**

**Section 36.1 Criminal Charges** Any employee who is to be questioned as a suspect in any investigation which may result in his/her being charged under the criminal statutes of this or any other State of the United States, shall be advised of his/her constitutional rights according to law.

**Section 36.2 Internal Affairs** It shall be the duty of any employee who is the subject of any internal affairs investigation to cooperate fully with the Internal Affairs unit. Any employee who is contacted regarding any internal affairs investigation, whether or not he is the subject of the investigation, shall cooperate fully with the Internal Affairs Unit.

All employees requested to give any statement shall, when requested by the internal affairs investigator, give a statement of the facts concerning the incident being investigated. The request for the statement, shall be either in inter-office form or a formal statement, at the discretion of the Internal Affairs Investigator.

The County cannot in the course of an investigation obtain evidence through the use of administrative pressure, threats, coercion, or promise. A lawful order given pursuant to the Sheriff's directives under Garrity v. New Jersey does not constitute administrative pressure, a threat, coercion or a promise. When an order is given to the employees by an officer of superior rank, the employee shall have the right to legal representation. The County will not use a polygraph machine to investigate the truth of statements made by members without consent of the member. The County always retains the right to order employees to submit to blood, urine, or breath test with probable cause.

**Section 36.3 Records** Any employee who is charged with violating rules and/or regulations of the Sheriffs Office will be provided copies of all transcripts, records, written statements, and tapes pertinent to the case if such has been shown to an

outside complainant in the case and/or are to be used in the Departmental hearing on the charge involved.

**Section 36.4 Representation** In investigations of a non-criminal, non-disciplinary nature, the employee may not be represented by counsel in order that the situation may be handled quickly.

Some of these instances or situations may lead to disciplinary action at which time the employee will be offered the normal time sequence and the availability of witnesses of his own choosing. If the investigation reveals criminal activity and the employee has not waived his/her constitutional rights, the employee may be represented by counsel, either in the form of an attorney, a Union representative, or a witness of his/her choice.

**Section 36.5 Order of Sheriff** All investigations of an internal nature shall be instituted at the discretion and under the specific order of the Sheriff with the investigation under the direct supervision of the Chief Deputy or other designated hearing officer.

**Section 36.6 Anonymous Complaints** If a single anonymous complaint made against an employee is not substantiated with some corroborative evidence within fourteen (14) days after it is received or at any time it is found to be invalid, it shall be deemed closed.

**Section 37.7 Confidentiality** The parties herein agree that there shall be no press release by the County or Union regarding employees under investigation or the nature of the investigation or the progress of the investigation until the investigation is completed and the employee is either cleared or charged.

## **ARTICLE 37 TERM OF AGREEMENT**

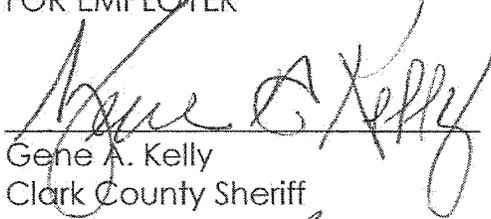
This Agreement shall be in full force and effect commencing January 1st, 2013 through October 31, 2014.

The public Employer or exclusive representative desiring to terminate, modify or re-open an existing Collective Bargaining Agreement or negotiate a successor Collective Bargaining Agreement shall, not less than 60 days nor more than 120 days prior to the expiration date of the existing Agreement, serve written notice to the other party with a copy of notice to the State Employment Relations Board of their intent to negotiate, modify or adjust the present Agreement, in a manner as provided for by 4117 Ohio Revised Code.

**SIGNATURE PAGE**

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Springfield, Ohio this 20<sup>th</sup> day of December, 2012.

FOR EMPLOYER

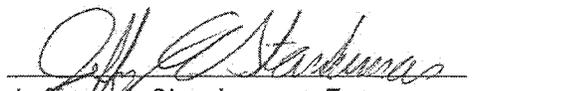
  
Gene A. Kelly  
Clark County Sheriff

  
Benjamin Hunt  
Human Resources

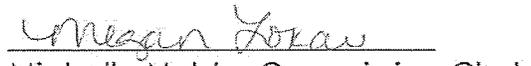
\_\_\_\_\_  
Russell Garman  
Major

  
Nathan Kennedy  
Clark County Administrator

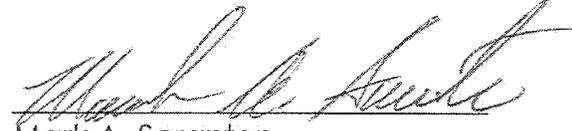
APPROVED AS TO FORM:

  
Jeffrey A. Stankunas, Esq.  
Isaac. Brant, Ledman & Teeter LLP  
Attorneys for the Clark County Sheriff

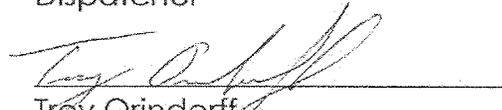
RECORDED BY:

  
Michelle Noble, Commission Clerk  
Megan Lokai  
Resolution # 2012-1017

FOR THE FOP, OHIO LABOR COUNCIL

  
Mark A. Scranton  
FOP/OLC Staff Representative

  
Andrea Ervin  
Dispatcher

  
Troy Orindorff  
Dispatcher

AS PREPARED BY:  
Mark Scranton  
Staff Representative  
FOP/Ohio Labor Council, Inc.  
e-mail: [markscranton.fopolci@yahoo.com](mailto:markscranton.fopolci@yahoo.com)



**CLARK COUNTY SHERIFF'S OFFICE COMMUNICATION CENTER  
EMPLOYEE MEMORANDUM OF UNDERSTANDING  
SHIFT TRADE WORK AGREEMENT**

*Employees of the Clark County Communications Center are permitted to trade shifts or hours of work providing such trade is approved by the Communications Center Supervisor or Lieutenant. Working Shift Supervisors will be authorized to approve trades in the event Communications Supervision is unavailable. Both parties must complete and agree to the conditions of this Memorandum, submit it ON or BEFORE the date agreed upon and sign and date at the identified locations.*

I \_\_\_\_\_ have arranged for a coworker to cover my scheduled  
Printed Name  
hours on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
Date Hours agreed upon

I understand and agree that my schedule will be changed in accordance with this request. I understand and agree that should I fail to report at the agreed upon time, I will be considered AWOL and held responsible for an unexcused absence. Finally, I understand that should I fail to report at the agreed upon time I will be prohibited from shift trades for a period of one year from the date of the failure of performance.

I \_\_\_\_\_ will be covering \_\_\_\_\_ (s) scheduled  
Printed Name Printed Name  
hours on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ to repay the hours.  
Date Hours agreed upon

I understand and agree that my schedule will be changed in accordance with this agreement. I understand and agree that should I fail to report at the agreed upon time, I will be considered AWOL and held responsible for an unexcused absence. Finally, I understand that should I fail to report at the agreed upon time I will be prohibited from shift trades for a period of one year from the date of the failure of performance.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Approving Supervisor: \_\_\_\_\_ Date approved: \_\_\_\_\_

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

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

}  
} Case No(s): 12-MED-09-0880  
} (Dispatchers)  
}  
}  
}

and,

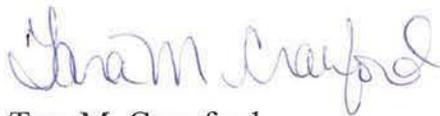
CLARK COUNTY SHERIFF,  
EMPLOYER.

}  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



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

cc: Mr. Gene Kelly  
[sheriff@clarkcountyohio.gov](mailto:sheriff@clarkcountyohio.gov)