



12-MED-09-0921  
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04/30/2013

**AGREEMENT BETWEEN THE  
COLUMBIANA COUNTY SHERIFF**

**and**

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



**Effective January 1, 2013**

**through**

**December 31, 2015**

**Case Nos. 12-MED-09-0921 Deputies  
12-MED-09-0922 Sergeants & Above  
12-MED-09-0923 Dispatchers**

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**ARTICLE 1**  
**PREAMBLE/PURPOSE**

**Section 1.** This Agreement is made and entered into by and between the Columbiana County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP" for the purpose of the following:

1. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and
2. To set forth the full and complete understandings and agreements between the parties governing:
  - A. Wages
  - B. Hours
  - C. Terms and other conditions of employment for those employees included in the bargaining units as defined herein.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 1.** The Employer recognizes the FOP as the sole and exclusive representative for those employees of the Employer in the bargaining units listed in Section 2. Whenever used in this Agreement, the term "bargaining unit(s)" shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit, as certified by the State Employment Relations Board in Case Nos. 89-REP-O2-OO24; 89-REP-O2-OO25; and 89-REP-O2-OO26 (Which was amended to 99-REP-10-0234), respectively, on April 27, 1989, which certification orders were filed and served upon each party hereto on April 28, 1989. The parties recognize and agree that this Agreement constitutes a multiple-unit agreement, and unless delineated specifically by clause, all provisions of this Agreement apply equally to all units.

**Section 2.** The term "bargaining unit" shall be defined as the following:

- |                    |  |
|--------------------|--|
| Bargaining Unit A: | Case No. 89-REP-0-0024 Sergeants and above   |
| Bargaining Unit B: | Case No. 89-REP-02-0025<br>Deputy Sheriffs, Road Deputies, Detectives and<br>Correction Officers |
| Bargaining Unit C: | Case No. 99-REP-10-0234<br>Communication Personnel, Dispatchers, Program                         |

Coordinators, Office Personnel, and Evidence Room Clerk

**Section 3.** All positions and classifications not specifically established herein as being included in the aforementioned bargaining units may be excluded from the bargaining units.

**Section 4.** When new job classifications or positions are created by the Employer, or a change occurs in the title of a position currently in the bargaining unit, the recognition status of such classification shall be discussed with the FOP within thirty (30) days of the establishment of the new job classification or title change. Should the Employer and the FOP fail to agree on the inclusion or exclusion of the new classification in the bargaining units within sixty (60) days of the establishment of the position, the FOP may petition the State Employment Relations Board for a determination.

### **ARTICLE 3**

#### **FOP ACTIVITY**

**Section 1.** The Employer shall recognize one (1) employee, designated by the FOP/OLC, from each of the three (3) recognized bargaining units, and one (1) non-employee representative of the FOP/OLC.

**Section 2.** The investigation and writing of grievances shall be on non-work time, (e.g., scheduled breaks, lunch periods, etc.). If grievance hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing in the capacity of FOP representative.

**Section 3.** The Employer shall recognize no employee as an FOP representative until the FOP has presented the Employer with the above information from Section 1.

### **ARTICLE 4**

#### **BULLETIN BOARD SPACE**

**Section 1.** The Employer agrees to provide exclusive bulletin board space in the Sheriffs Department for use by the FOP.

**Section 2.** All FOP notices of any kind posted on the bulletin board shall be signed, dated, posted, or removed by a FOP official.

**Section 3.** FOP notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1. FOP recreational and social affairs;

2. Notice of FOP meetings;
3. FOP appointments;
4. Notice of FOP elections;
5. Results of FOP elections;
6. General Lodge business of interest to employees; and,
7. FOP/OLC correspondence.

**Section 4.** Upon request of the Employer, the FOP shall remove material posted in violation of this article.

## **ARTICLE 5**

### **PROBATIONARY PERIOD**

**Section 1.** Every new full-time employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall commence on the employee's date of hire and concluded six (6) months later inclusive. New full-time employees shall have a performance evaluation at the conclusion of a one hundred twenty (120) calendar day period. A newly hired, probationary full-time employee may be terminated during his probationary period and shall have no appeal over such removal.

**Section 2.** A newly promoted full-time employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted fulltime employee shall begin on the effective date of the promotion and continue for a period of six (6) months. Probationary promoted employees shall have a performance evaluation at the conclusion of each sixty (60) calendar day period. The performance evaluation and any performance difficulties shall be personally discussed with the employee. The employee shall be furnished a copy of the performance evaluation. A newly promoted full-time employee, who evidences unsatisfactory performance, shall be returned to his former position any time during the employee's probationary period. Any employee failing the promoted probationary period shall be furnished the rationale for the failure of the employee to perform the duties the employee was promoted into.

## **ARTICLE 6**

### **PAYROLL DEDUCTIONS/FAIR SHARE FEE**

**Section 1.** The Employer agrees to deduct FOP dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the FOP. It is agreed by the Employer that either within two (2) weeks, or the next payday; whichever is later, after said card is submitted for payroll deduction of dues, that deductions for new members will be made.

**Section 2.** All members of the bargaining units shall either become dues paying members of the FOP/OLC, or remit monthly to the Labor Council a fair share fee in an amount specified by the Labor Council in accordance with the provisions of ORC 4117.09 (C). This amount shall be deducted from the wages of all such non-member employees on the same basis as deductions made for dues from members of the Labor Council.

All dues and fair share fees collected shall be paid over by the Employer once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

**Section 3.** The Labor Council shall indemnify the Employer and hold the Employer harmless against claims, suits, and other forms of liability that may arise out of or by reasons of any good faith action.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

**Section 1.** It is agreed that the Employer reserves the customary rights, privileges, or authority of management, including but not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies, such as the functions and programs of the public Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force; and,
9. Take actions to carry out the mission of the public Employer as a governmental unit.

**Section 2.** The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public employee or representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## **ARTICLE 8** **CORRECTIVE ACTION**

**Section 1.** No employee shall be reduced in pay or position, suspended, or removed except for just cause. Further, no form of disciplinary action will take place against any employee except for just cause.

**Section 2.**

- A. Discipline will be applied in a corrective, progressive, and uniform manner.
- B. 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.
- C. Investigations will be assigned pursuant to the Employer's policy manual.
  - 1. In evaluating the evidence regarding a complaint about a member's conduct, the County will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. The County will request that the complaining party write out a sworn affidavit to assure the validity of the complaint. In the event a complaint is received from an anonymous source, or the complainant does not write out a sworn affidavit, the County will not take action against the member complained about unless the complaint is supported by other corroborative evidence.
  - 2. In the interest of fair and prompt corrective action, an employee who has allegedly committed a violation of a less serious nature relating to employee's performance or compliance with the rules and regulations, may be interviewed by supervision before verbally correcting and counseling the employee and is not subject to the procedures in this article. If it appears that a less serious disciplinary problem that would warrant progressive disciplinary action or a more serious disciplinary problem has developed, the employee will be allowed a reasonable time to consult with, or have a representative present at the interview. An inquiry during the event in question will not be restricted by

issues of prior notice, representation, or issuance of notice of representation, as provided in this section.

- D. Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against the employee, will be afforded the following safeguards:
1. The employee will be informed prior to the interview, if known by the Employer, whether the employee is the focus of, or witness in, the investigation.
  2. An employee who is the focus of an investigation will be informed in writing of the nature of the investigation and the allegations.
  3. The employee will be afforded the opportunity to consult with a Union representative or attorney prior to an interview and will be permitted to have a Union representative or attorney present at the interview. The opportunity to consult with a Union representative or attorney or to have the representative or attorney present at the interview will not unreasonably delay the interview. The availability of the Union representative or attorney, time of day, etc. will be taken into consideration when defining "unreasonable delay".
  4. Interviews will take place at the Employer's facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere, or by telephone.
  5. The Employer will make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies.
  6. The employee is required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which the employee is entitled under the laws of the State of Ohio or the United States.
  7. Interviews will be conducted under circumstances devoid of intimidation, abuse, or coercion.
  8. The employee is entitled to such reasonable intermissions as the employee requests for personal necessities.
  9. All interviews will be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is subject of the current investigation. Any questioning regarding violations outside the

scope of the current investigation may be taken up as a subsequent investigation(s).

- E. Whenever the Employer and/or his designee determines that there may be just cause for an employee to be disciplined, a predisciplinary conference will be scheduled to give the employee the opportunity to offer an explanation to the alleged misconduct. The predisciplinary conference procedures shall be established by the Employer and shall be conducted in accordance with rules 1-3 below. The affected employee(s) may elect to have a representative of the FOP/OLC, Inc., present at any such predisciplinary conference.
1. The employee shall be provided with a written notice advising him of the charges and specification of the charges against him. In addition, the notice will list the date, time and location of the hearing. Such notice shall be given to the employee at least eight (8) days before the hearing. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
  2. The hearing shall be conducted before a "neutral" administrator selected by the Employer. The "neutral" shall not be involved in any of the events giving rise to the offense. The employee, or his representative, may offer verbal or written statements from other persons pertaining to the charges during the hearing.
  3. Within five (5) calendar days after the hearing, the neutral administrator shall provide the employee and the Employer with a written statement affirming or dismissing the charges based on the strength of the evidence given at the hearing by the employee and the Employer. The document will also give the reason for the decision.

**Section 3.** Following the conference, any employee receiving any disciplinary action may appeal such order at Step 2 of the grievance procedure. Such appeal shall be within five (5) working days of receipt of the decision.

**Section 4.** Prior to the scheduled time of the conference, the employee may waive his right to such a conference by stating such to the Employer in writing.

**Section 5.** The Employer agrees all disciplinary procedures shall be carried out in private and in a business like manner.

**Section 6.** Records of disciplinary action shall cease to have force and effect, or be considered in future disciplinary matters under the following time frames:

Oral and Written Reprimands	Suspensions of Less	Suspensions of 3 Days
-----------------------------	---------------------	-----------------------

	than 3 days	or More
6 months	12 months	18 months

providing that there are no intervening disciplinary actions taken during that period.

**Section 7.** An employee may inspect his personnel file as set forth in this Agreement under Article 10, Personnel Files.

**Section 8.** Should an employee dispute any of the contents of his personnel file, he may attach a written rebuttal to the disputed item for inclusion into the file.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

**Section 1.** The term “grievance” shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of the Agreement. It is not intended that the grievance procedure be used to effect changes on this Agreement, nor those matters not covered by this Agreement.

**Section 2.** All grievances must be processed at the proper step in order to be considered at the subsequent steps. Any grievance which is not processed by the employee within the time limits set forth in this procedure shall be resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits may be extended by mutual consent of the parties.

**Section 3.** All grievances must contain the following:

1. The grieved employee's name and signature.
2. The grieved employee's classification.
3. The date grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
4. The date the grievance was filed in writing.
5. Date and time the grievance occurred.
6. Location where the grievance occurred.
7. Description of the incident given rise to the grievance.
8. Specific articles/sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

**Section 4.** A grievance may be brought by any employee covered by this Agreement. Where a group grievance occurs, all employee so grouped must sign the grievance, but one employee shall be elected to process the grievance.

**Section 5.** For the purpose of this article, “days” shall not include Saturdays, Sundays, or holidays as defined in this Agreement.

**Section 6.** It is the mutual desire of both parties to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the FOP to effect the resolution of grievances at the earliest step possible by using the following procedure:

**Informal Step**

An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident, or within five (5) working days of his first knowledge of the action, to the attention of the employee's immediate supervisor. The immediate supervisor or his designee shall within three (3) working days discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond back to the employee with an answer.

**Step 1: Chief Deputy**

If the employee and the immediate supervisor are unable to resolve the problem at the Informal Step, the employee may file a written grievance with the Chief Deputy. In order for the grievance to be considered timely filed, it must be filed within five (5) working days from the date of the Immediate Supervisor's response at the Informal Step. Within (5) working days from the date the aggrieved first presented his complaint, the Chief Deputy will attempt to resolve the matter.

**Step 2: Sheriff**

If the grievance is not satisfactorily resolved in Step 1, the aggrieved, with the appropriate FOP Representative if the aggrieved so desires, may refer the grievance to the Sheriff within five (5) days after receiving the Step 1 reply. The Sheriff shall have five (5) working days in which to schedule a meeting with the grieved employee and the appropriate FOP representative. The Sheriff shall investigate and respond to the grievant and FOP representative within ten (10) working days following the meeting. Oral and or Written reprimands will not proceed any further.

**Step 3: Arbitration**

If the grievance is not settled in Step 2, the FOP may make a written notice that the grievance is submitted to arbitration. Such notice shall be submitted within thirty (30) working days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

**Section 7.** Upon the receipt of a notice of arbitration, the Employer and the FOP shall within ten (10) working days request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of seven (7) arbitrators, the parties shall meet within (10) working days to select an arbitrator by using the alternate strike method. The party who strikes first shall be determined by the flip of a coin. The last name remaining from the list shall be designated as the arbitrator to hear the dispute in question. The parties shall follow the rules and regulations of FMCS. Unless mutually agreed otherwise, the parties shall schedule the arbitration hearing within sixty (60) calendar days of the date of appointment of the arbitrator (the hearing need not occur within sixty [60] days, just a date for the hearing must be scheduled).

**Section 8.** The arbitrator shall hold the arbitration promptly and issue his decision within thirty (30) days. He shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

**Section 9.** The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practice. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspensions, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date given rise to the grievance.

**Section 10.** The question of arbitrability of a grievance may be raised by either party before the hearing of the grievance, based on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is in fact arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

**Section 11.** The decision of the arbitrator shall be final and binding upon the Employer, the FOP, and the employee(s). All costs directly related to the services of the arbitrator shall be shared equally by the parties. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be shared equally if both sides desire a court reporter's recording, or request a copy of any transcript.

**ARTICLE 10**  
**PERSONNEL FILES**

**Section 1.** It is recognized by the parties that the Employer may establish regulations for the custody, use, and preservation of the records, papers, books, documents and property pertaining to the Employer and/or his employees. All employees shall have access to their own individual personnel file for review of documents contained therein. An employee shall not have access to any other employee's personnel file except through a public records request or a job assignment that requires such access.

The official personnel file for each employee shall be that file maintained by the Sheriff's Administrative Assistant, and located in the administrative offices of the Columbiana County Sheriff's Office. Any adverse information and/or material added to an employee's official personnel file shall have that information and/or material dated/time stamped and initialed by the affected employee. Said employee shall receive a copy of the information and/or material being added.

**Section 2.** Employees shall have access to the employee's personnel file in the following manner:

1. Requests for review must be made in writing to, and receive approval from, the Employer or his designee.
2. All reviews shall be conducted during normal business hours.

**Section 3.** Employee personnel files shall include, but may not be limited to, individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff and termination.

**Section 4.** Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the Columbiana County Sheriff's Department, except with the written consent of the employee.

**Section 5.** If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made and identify the requestor. The employee may request a meeting to review the personnel file prior to release to the member of the public. The employee may present reasons to the Employer, if applicable, concerning reasons why certain documents should not be released. The parties agree that, absent extenuating circumstances, the Employer shall not be obligated to delay its reply to the requesting party more than twenty-four (24) hours after it notifies the employee of the request.

No information which is not required by law to be disclosed shall be disclosed in response to a public request.

**Section 6.** Nothing herein shall prevent the dissemination of impersonal statistical information.

## **ARTICLE 11** **NO STRIKE/NO LOCKOUT**

**Section 1.** The Employer and the FOP recognize that a strike would create a clear and present danger to the health and safety of the public, and that the Agreement provides for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the FOP shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should any employee(s) engage in any of the aforementioned activities, the FOP will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter posted to all the bargaining unit employees, with a copy to the Employer, stating the "strike action is not sanctioned by the FOP and that all employees should return to work immediately" and signed by the ranking FOP official of the Local.

**Section 2.** In addition to any other remedies available to the Employer, any employee(s) who violates Section 1 of this article is subject to discipline. Disciplinary action taken in accordance with the provisions of this article shall be subject to the grievance procedure contained herein.

**Section 3.** 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 1 of this article.

## **ARTICLE 12** **NON-DISCRIMINATION**

**Section 1.** Neither the Employer nor the FOP shall discriminate against any bargaining unit member on the basis of age, sex, race, color, religion, disability or national origin. The FOP shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**Section 3.** The Employer and FOP agree not to discriminate against any bargaining

unit employee on the basis of membership, non-membership, or position in the FOP.

**ARTICLE 13**  
**LABOR/MANAGEMENT COMMITTEE**

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, the Sheriff or his designee shall meet with representatives of the respective bargaining units to discuss issues of mutual interest. The number of Union representatives shall be between four (4) and six (6) local representatives. In addition, one (1) non-employee representative of the FOP/OLC, Inc., may also attend said meetings. If the non-employee representative is to attend a labor/management meeting, the FOP/OLC shall notify the Sheriff or his designee, in advance of the meeting, of the representative's attendance. The labor/management committee meeting shall be conducted on the first Monday of every other month. The first labor/management committee meeting shall be scheduled for the first Monday of the first full month following the execution date of this agreement.

**Section 2.** The party requesting such a meeting shall furnish the agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda, if provided by the FOP, shall include the names of the members of the bargaining units who will be attending. The purpose of such meetings shall be to:

1. Discuss grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to by the parties.
2. Disseminate general information of interest to the parties
3. Discuss ways to increase productivity and improve efficiency
4. To consider and discuss health and safety matters relating to employees
5. The final disposition shall be made in writing and posted on the appropriate bulletin boards

**Section 3.** It is further agreed that should special meetings be requested and mutually agreed upon, they shall be scheduled as soon as practical.

**ARTICLE 14**  
**SENIORITY**

**Section 1.** Rank seniority shall be computed on the basis of an employee's "Time in Rank". Departmental seniority shall be based on the employee's length of continuous

service with Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated within twenty-four (24) months from the date of termination from employment, the employee loses all previously accumulated seniority. For all employees hired as of December 31, 1994, seniority in "Time in Rank" shall be that as determined between the Employer and the FOP/OLC, and posted for the positions of "Lieutenants," "Sergeants-Road Patrol," "Sergeants-Detectives," and "Sergeants-Corrections." Employees hired and/or promoted in the aforementioned positions, on or after January 1, 1995, shall have their seniority in "Time in Rank" based on that employee's date of hire or date of promotion in the position.

**Section 2.** An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 3.** Employees laid off shall retain their seniority for a period of two (2) years from the effective date of layoff. Time spent on layoff does not constitute a break in service provided the employee is recalled to employment within the twenty-four (24) month period following the effective date of the layoff. It shall be the joint responsibility of the Sheriff and the affected employee to maintain all necessary certifications and qualifications during the period of any layoff in order to be eligible for recall. The Employer will make available at least one (1) opportunity for firearms training annually to assist laid off employees in maintaining firearms certification.

**Section 4.** In all matters wherein the Employer shall give consideration and evaluate two or more employees within a particular classification on a comparative basis, such as, but not limited to, job vacancies, vacation selection, shift selection, and holiday leave, said selection shall be awarded on the basis of seniority shall all other considerations and factors in the evaluation process be equal.

## **ARTICLE 15** **LAYOFF AND RECALL**

**Section 1.** When the Employer determines that a layoff or job abolishment is necessary due to lack of work or lack of funds, the Employer shall notify the affected employees at least fifteen (15) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the FOP, agrees to discuss with representatives of the FOP the impact of the layoffs on the bargaining unit employees.

**Section 2.** The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be within the affected classifications in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

In the event two or more employees began work on the same day, their seniority shall be determined by lottery. A union representative shall be present when the lotter drawing is conducted.

All temporary, intermittent, part-time, or seasonal employees, in the classification selected, shall be laid off prior to any Bargaining Unit employees and in no case shall such non-Bargaining Unit employees be used in such a manner as to affect the functional layoff by denying Bargaining Unit member work to Bargaining Unit members.

**Section 3.** Any Bargaining Unit member who is laid off shall have the right to displace an employee with less departmental seniority in another classification, provided they have previously performed duties in the classification within the Columbiana County Sheriff's Office and are either qualified to perform such duties or can obtain such qualification at the employees own cost. Employees who elect to exercise their bumping rights must declare such intent in writing within five (5) calendar days of receipt of a lay-off notice. Should a bargaining unit member exercise their right to displace a dispatcher, part-time dispatchers shall be displaced prior to any full time dispatchers.

**Section 4.** When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of layoff.

**Section 5.** Notice of recall from a layoff shall be sent to the employee by certified or registered mail, with a copy sent to the FOP. The Employer shall have been deemed to have fulfilled his obligations by mailing the recall notice by registered mail, return receipt requested, to the last known mailing address of the employee.

All members of the Bargaining Unit, within the classification selected, must be given the right to reinstatement before any temporary, intermittent, part-time, seasonal, or new employees may be hired or recalled in the Sheriff's Office.

**Section 6.** In the case of layoff, the recalled employee shall have ten (10) calendar days following the date of receipt of the recall notice to notify the Employer of the employee's intention to return to work, and shall have ten (10) calendar days following the employee's notice to the Employer in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by registered, return receipt requested mail.

**Section 7.** Recalled employees shall not serve a probationary period upon

reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

## **ARTICLE 16**

### **HOURS OF WORK/OVERTIME**

**Section 1.** This article is intended to define the normal work hours per week in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Sheriff from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, or from establishing the work schedules of the employees. This article is intended to be used as a basis of computing overtime, not to be construed as a guarantee of work per day or week.

**Section 2.** The standard work period for all full-time employees covered by this Agreement shall be forty (40) hours per week, inclusive of a one-half (1/2) hour lunch period. The standard work week shall commence on Sunday at 0001 hours and end on Saturday at 2400 hours. A standard work day shall be eight (8) hours of work within a twenty-four (24) hour period, and the work day period shall begin at the start of the employee's shift.

The standard work schedule for all "Dispatchers" shall be four (4), ten (10) hour days. The work days shall be scheduled within the standard work week which commences on Sunday at 0001 hours and ends on the following Saturday at 2400 hours. The Dispatcher's work day shall be ten (10) hours of work within a twenty-four hour period, and the work day period shall begin at the start of the employee's shift. The four (4), ten (10) hour days shall not be applicable to the Supervisor of Dispatchers. The Supervisor shall maintain working an eight (8) hour day, as mentioned above.

**Section 3.** When an employee is required by the Employer to work in excess of forty (40) hours in a work week, he shall be entitled to overtime compensation at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Employees who have earned overtime payment will make a request to the Employer to either have the overtime paid in cash or in compensatory time off. Approval for the use of compensatory time off shall be made by the Employer based on operational needs and manpower requirements.

**Section 4.** For purposes of the computation of overtime, approved leave of absence with pay, vacation leave, and holiday leave shall be considered time worked.

**Section 5.** When overtime occurs in bargaining unit positions, the Employer shall first offer the overtime to members of the bargaining unit before the overtime assignments are offered or filled by non-bargaining unit personnel if there is at least

eight (8) working hours before the overtime assignment is to be worked. If there is less than eight (8) working hours remaining before the overtime assignment is to be filled, the Employer will attempt to fill the overtime assignment with bargaining unit personnel, but will not be prevented from using non-bargaining unit personnel if necessary to fill the overtime assignment.

## **ARTICLE 17**

### **COMPENSATORY TIME**

**Section 1.** At the employee's option, compensatory time may be accumulated in lieu of paid overtime. Compensatory time off shall be accrued at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, and the maximum amount of accumulated compensatory time off shall not exceed one hundred sixty (160) hours.

**Section 2.** An employee shall be compensated monetarily for all overtime performed in excess of the accumulated compensatory time limit of one hundred sixty (160) hours.

**Section 3.** Use of accrued compensatory time shall be with the prior approval of the Sheriff or his designee, and shall be in increments of not less than one (1) hour.

**Section 4.** In no event shall compensatory time be utilized to accumulate overtime during the same twenty-four (24) hour time period.

**Section 5.** An employee, upon retirement, shall be paid for all accrued but unused compensatory time off. In the event of the employee's death while employed by the Employer, payment pursuant to this provision shall be made to the employee's legal heirs. Payment for accrued but unused compensatory time off shall be based upon the employee's rate of pay of compensation at the time of his retirement or death.

**Section 6.** When an employee requests compensatory time off, the employee will be compensated at the rate of pay that the compensatory time off was earned.

**Section 7.** When an employee desires to use his/her compensatory time, said employee must make a written request to the employee's immediate supervisor for use of compensatory time off. Said request must contain the date the employee is requesting to take off and the number of hours to be used. The request for compensatory time off must be made no later than three (3) days before the intended date of use of compensatory time off. No compensatory time off shall be taken without first applying for and receiving approval from the employee's immediate supervisor.

**Section 8.** The employee may request to receive payment for all or part of their

accumulated compensatory time. This request shall be made two (2) weeks in advance of the date the payroll ends. Said request shall be made in writing and given to the Administrative Secretary. Payment for accumulated compensatory time shall be paid according to the rate of pay the employee earned the compensatory time.

**ARTICLE 18**  
**HOLIDAYS**

**Section 1.** All employees covered by this Agreement shall be entitled to the following holidays:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	as determined by the Commissioner's Office
Independence Day	Fourth day of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th of December
Three (3) Personal Days	

A holiday, as listed above, shall be considered an eight (8) hour day, except for Dispatchers, whose holiday shall be considered a ten (10) hour day.

**Section 2.** Employees must work either their scheduled day before or after the holiday to be entitled to the holiday pay if the employee is scheduled to work the holiday.

**Section 3.** Employees who are scheduled to work on a designated holiday, as outlined in Section 1 above, excluding the three (3) personal days, are entitled to receive compensation at the rate of two and one-half (2-1/2) times their usual rate of pay, in addition to receiving regular holiday pay. The premium rate of pay received for working on the holiday shall not be considered time worked for the purpose of calculating overtime. Dispatchers who are working a ten (10) hour day shall be compensated at two and one-half (2 1/2) times their usual rate of pay for the first eight (8) hours of the holiday and straight time for the remaining two (2) hours, in addition to receiving regular holiday pay. Commencing January 1, 2006, holiday time for time worked on a holiday shall be at the rate of one and one-half (1 1/2) times the usual rate of pay in addition to the regular holiday pay.

**Section 4.** If a holiday falls on a Saturday, it shall be observed on the preceding

Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. For employees who work a shift, the holidays shall be observed on the actual day of the holiday, as outlined in Section 1 above.

**Section 5.** The use of personal days shall not require any advance notification. However, the employer may deny the request to use a personal day if the granting of such leave time would unduly disrupt the operation of the agency. The personal days listed in Section 1 above must be used in the contract year. An employee who fails to use his/her personal days will lose the portion he/she fails to use. There shall be no carryover of holidays.

## **ARTICLE 19** **VACATIONS**

**Section 1.** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Columbiana County Sheriff. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>Length of Service</u>	<u>Vacation</u>	<u>Dispatchers only</u>
1 year	2 weeks	8 - 10 hour days
beginning of 7 <sup>th</sup> year.	3 weeks	12 - 10 hour days
beginning of 12 <sup>th</sup> year	4 weeks	16 - 10 hour days
beginning of 17 <sup>th</sup> year	5 weeks	20 - 10 hour days

**Section 2.** No employee will be entitled to vacation leave nor payment of accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

**Section 3.** Vacation time will be computed from the date of hire of each employee.

**Section 4.** Vacations shall be allowed to be used in minimum increments of one (1) hour. Requests for usage of vacation time shall normally be submitted at least five (5) days prior to the start of the work shift affected.

**Section 5.** Employees may carryover two (2) weeks of vacation leave to be used in the year immediately following the year completed. Employees must make a written request to the Sheriff to carryover said vacation leave.

**Section 6.** In January of each year of the contract, each employee shall be given an opportunity to request on a form his vacation preference, and such request shall not be unreasonably denied. Should the date conflict with another employee, the preference shall be given to the most senior employee. Advance vacation scheduling shall be approved before the scheduling of personal leave or compensatory time. Any request

made after the month of January shall be approved on a first-come-first served basis.

**Section 7.** The Employer shall return vacation requests to the employee within three (3) working days, excluding Saturdays, Sundays and holidays, after receipt of such request. On the return notice, the Employer shall indicate whether the request was accepted or rejected. Should the request not be returned to the employee in the above time limits, the request shall be considered approved.

## **ARTICLE 20** **COURT TIME**

**Section 1.** All employees who are covered by this Agreement, who are required to appear in court as a result of their employment with the Columbiana County Sheriff on the employee's scheduled off-duty time, shall be compensated for said hours at the employee's regular hourly rate for all such hours, with a minimum of four (4) hours.

**Section 2.** When an employees works in excess of the standard work week or day, as defined in this agreement, he shall receive overtime compensation in lieu of the court time minimum, provided the compensation paid is a greater amount than the court time minimum.

**ARTICLE 21**  
**SICK LEAVE**

**Section 1.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including vacation leave, holiday leave, injury leave, and paid sick leave, but not during a leave of absence or layoff.

**Section 2.** Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. illness or injury of the employee;
2. illness, injury, or death of a member of his immediate family;
3. medical, dental, or optical examination or treatment of the employee, which cannot be scheduled during non-working hours;
4. exposure of the employee or a member of his family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others; and
5. pregnancy and/or childbirth and other conditions related thereto.

**Section 3.** For purposes of this article, the immediate family shall be defined as to include the following:

1. Parents
2. Spouse
3. Children
4. Brother
5. Sister
6. Parents-in-law
7. Loco Parentis

**Section 4.** Sick leave shall be charged in minimum units of one (1) hour increments. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 5.** The Employer shall furnish a standard written form, signed by the employee, explaining the nature of the illness or injury to justify the use of sick leave. Falsification of said statement shall be grounds for disciplinary action. An employee absent for more than three (3) consecutive work days shall be required to furnish a physician's report to be eligible for paid sick leave.

**Section 6.** Application for sick leave with the intent to defraud will result in

disciplinary action.

**Section 7.** When an employee is unable to report for duty due to sick leave usage, he shall notify his immediate supervisor or other designated person no later than two (2) hours (unless extenuating circumstances prohibit doing so) before the time he is scheduled to report to work for each day of absence, unless other arrangements have been made.

**Section 8.** The Employer may require an employee to take an examination, conducted by a physician selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. The cost of said examination shall be paid by the Employer. If found not qualified, the employee may be placed on sick leave or disability leave.

**Section 9.** An employee who transfers from another public agency to the Columbiana County Sheriff's Department, or who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by the Columbiana County Sheriff's Department, except that deductions shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. Such previous credit shall occur provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 10.** At the time of retirement or a disability retirement from active service with the Employer, an employee shall be paid the value of his earned but unused sick leave credit. The maximum of such payment shall be up to one hundred twenty (120) days. To be eligible for said conversion payment, employees shall have had ten (10) or more years of service with the County, the State of Ohio, or any of its political subdivisions and be eligible to receive PERS benefits.

## **ARTICLE 22** **ON DUTY INJURY LEAVE**

**Section 1.** In the event of a service-connected injury or illness incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed ninety (90) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional period of time as the injury may warrant.

Upon approval of injury claim by Workers' Compensation, the employee shall pay to the Employer all income benefits paid by Workers' Compensation for the period of time during which the employee received full pay.

**Section 2.** To apply for benefits under Section 1 above, application shall be made to the Employer, accompanied by a certificate from a registered physician stating that

such employee is unable to work and such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Employer to approve or reject the application, and in doing so, he may require an examination by a registered physician of his selection. Said examination shall be paid by the Employer. Approval of such injury leave request shall not be unreasonably denied

**Section 3.** Before any employee who has made application to the Employer for benefits under this article, the employee shall first make application for Workers' Compensation benefits. The employee must also complete an injury-on-duty report and reimbursement agreement with the Employer as soon as possible following the injury.

**Section 4.** In the event such injury-on-duty is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash, vacation leave, and or any paid leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this article shall be repaid by the employee to the Employer under agreed upon and reasonable terms.

## ARTICLE 23

### FUNERAL BEREAVMENT LEAVE

**Section 1.** In the event of the death of any of the member's family, the member shall be entitled to three (3) days funeral leave to attend the services or funeral of a family member within one hundred (100) miles of the County Administration Building. If the death of a family member would be in excess of the one hundred (100) miles from the same administration building, the employee shall receive five (5) days of funeral leave to attend the services or funeral of the deceased. For dispatchers, a day shall be considered ten (10) hours.

**Section 2.** Funeral leave shall not be deducted from the bargaining unit member's sick leave, holiday leave or vacation leave.

**Section 3.** Any additional time needed to use for a funeral leave shall be at the approval of the Sheriff or his designee and such time shall be deducted from the employee's sick time.

**Section 4.** For this article, family is defined to be as follows:

Mother	Father	Spouse
Daughter	Son	Step-Child
Sister	Brother	Grandson/daughter

Grandmother  
Daughter/Son-in-law

Grandfather  
Loco Parentis

Mother/Father-in-law  
Brother/Sister -in-law

## **ARTICLE 24** **WAGES**

**Section 1. Wage Scale.** The Current Wage Scale is reflected in Appendix A of this agreement and shall be the pay rate effective January 1, 2013. The pay rates for 2014 and 2015 shall be determined pursuant to the wage re-opener found in Article 37 of this agreement.

**Section 2.** For the duration of this agreement, there shall be a rank differential of eight percent (8%) between the rank of Lieutenant and Sergeant and Sergeant and Senior Deputy (after five (5) years of service).

**Section 3. Shift Differential.** Shift differential pay is hereby established, effective as of the date of this Agreement, and as follows:

\$.20 for hours worked from 1500 hours to 2400 hours  
\$.30 for hours worked from 2400 hours to 0800 hours

Shift differential pay shall be provided for any eight (8) or more hour scheduled work day for which the majority of work hours occur during the time periods designated above, and to members normally assigned to such hours regardless of the shift hours they actually work, for all hours in paid status.

Shift differential pay shall be paid for all hours in paid status. Shift differential shall be paid for any hours of leave with pay. If shift differential is applicable under terms of this article to an eight (8) or more hour work day, the shift differential shall be paid for each hour of overtime worked. The shift differential shall be added to the base hourly rate prior to computing the overtime rate. Shift differential is applicable to court appearance time and is applicable to hours worked when called back to duty, if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative.

**Section 4. Acting Pay.** The Employer may temporarily assign an employee to replace an absent Road Patrol employee or fill a vacant Road Patrol position within the bargaining unit. If such an assignment exceeds four (4) hours, the employee will be paid the lowest rate for the classification he/she is assigned to for all hours worked. Any position filled in this manner for one (1) month shall be posted as a vacancy unless the vacancy is caused by illness from which the employee is expected to return to work.

**Section 5. Emergency Medical Dispatching.** Should the current dispatchers be

required to obtain the training and perform the duties required of an Emergency Medical Dispatcher (EMD) the members shall receive an hourly stipend of seventy-five cents (\$0.75) per hour for all hours in paid status.

**ARTICLE 25**  
**LONGEVITY**

**Section 1.** Based on years of service with the Columbiana County Sheriff, employees covered by this agreement shall earn longevity as follows:

beginning of the 5 <sup>th</sup> year through the completion of the 9 <sup>th</sup> year	\$350 /yr
beginning of the 10 <sup>th</sup> year through the completion of the 13 <sup>th</sup> year	\$600 /yr
beginning of the 14 <sup>th</sup> year through the completion of the 18 <sup>th</sup> year	\$850 /yr
beginning of the 19 <sup>th</sup> year through the completion of the 22 <sup>nd</sup> year	\$1100 /yr
beginning of the 23rd year	\$1350 /yr

The longevity rate for 2011 shall be subject to the re-opener found in Article 37 of this Agreement.

**Section 2.** Employees hired after the execution date of this Agreement shall have their longevity determined from their date of hire.

**Section 3.** Payment of longevity will be paid in a lump sum check to the employee only once per year. The employee shall make a written request at least thirty (30) days before the date the employee wishes to receive his longevity payment. Said request shall be made to the Chief Deputy, who shall be responsible for the verification of the amount due the employee. Employees who do not request their longevity payment prior to November 15th of any year shall have their longevity paid in the last pay of December.

**ARTICLE 26**  
**HOSPITALIZATION**

**Section 1.** The Employer shall make available to all bargaining unit employees the same hospitalization and health care insurance and life insurance plans that are available to non-bargaining unit Columbiana County employees. The parties recognize that coverage and benefit levels are determined by the Columbiana County Board of Commissioners. Any change in the plan/coverage will be shared with the Union within seven (7) calendar days of the Sheriff receiving notice of a change.

**Section 2.** Contributions toward the cost of health plan coverage shall be paid by the Employer except that commencing January 1, 2013, the Employer shall contribute ninety percent (90%) of health plan costs per employee per month, and the

participating employee shall be responsible for the remaining ten percent (10%) of the cost. However, the employee health care contributions shall be waived if ANY other general fund employees, with the exception of the recorder's office employees, are not required to participate in such cost sharing.

This Article shall be subject to the re-opener found in Article 37 of this Agreement.

**ARTICLE 27**  
**UNIFORM ALLOWANCE**

**Section 1.** All newly hired full-time employees who are required to wear a uniform, as determined by the Employer, shall be issued an initial issue of clothing and equipment at no cost to the employee. Such initial issue shall be determined by the Sheriff. Newly hired full-time employees shall not receive a uniform allowance payment until the employee has completed one (1) year of service with the Employer. When the employee has completed the one (1) year of service and is eligible for uniform allowance payment, said payment shall be prorated for the balance of the year.

Employees who are issued body armor as part of their required uniform shall be required to wear the body armor whenever performing their assigned duties. The Employer shall replace the body armor according to the manufacturer's recommended replacement schedule. Only those employees who have body armor as part of their uniform will be required to perform assignments that require the wearing of body armor.

**Section 2.** Effective January 1, 2007, the bargaining unit members shall receive a uniform allowance in the following amounts:

Deputies	\$700.00
Program Coordinators	\$600.00
Dispatchers	\$600.00

Said uniform allowance shall be paid in a separate check, on or about June 1st of each contract year.

**Section 3.** Employees covered by this Agreement who have articles of clothing and/or equipment damaged or otherwise debilitated in the performance of their duties, as determined by the Sheriff or his designee, will have said items replaced by the Sheriff at no expense to the employee. Such replacement shall not be unreasonably denied.

**Section 4.** All employees will produce at least one (1) full winter and one (1) full summer uniform when so demanded by the Sheriff

**Section 5.** All items shall be of the type and construction approved by the Sheriff.

**ARTICLE 28**  
**JURY DUTY**

**Section 1.** An employee who is called for jury service shall be excused from work on the days which he is required to serve.

**Section 2.** Employees shall receive, for each day of jury duty leave, their regular rate of pay, less any compensation received from court.

**Section 3.** Employees may use vacation leave, personal leave, or compensatory time, in lieu of jury duty pay.

**ARTICLE 29**  
**BARGAINING UNIT WORK**

**Section 1.** Work that is customarily performed by employees in the bargaining unit(s) shall not be performed by supervisors or other non-bargaining unit employees except under the following circumstances:

1. in the event of an emergency;
2. work necessary to restore and/or maintain the normal daily operations of the department when qualified bargaining unit personnel are not available.

**ARTICLE 30**  
**CONTRACTING OUT**

**Section 1.** The Sheriff agrees not to contract out work customarily performed by bargaining unit members for the duration of this agreement.

**ARTICLE 31**  
**EDUCATIONAL PAY**

**Section 1.** Any employee of the bargaining units who completes the necessary requirements to qualify as an instructor in a law enforcement or criminal justice course, as provided by the Ohio Peace Officers Training Academy or the Ohio State Patrol, shall be entitled to a yearly payment of two hundred fifty dollars (\$250.00), payable in a separate check on or about July 1 of each contract year. The Employer

shall retain sole discretion in determining what certifications will be accepted for this payment, based on operational needs, requirements, and/or Employer utilization of said certificate. Employees who are so certified must maintain their certification, at the Employer's expense, to continue to receive said payment.

**Section 2.** Any employee of the bargaining units who completes all the courses in law enforcement or criminal justice, which leads to an Associate's Degree in said fields of study, shall be entitled to a yearly payment of two hundred fifty dollars (\$250.00), payable in a separate check on or about July 1 of each contract year.

**Section 3.** Any employee of the bargaining units who receive an Associate's Degree in Law Enforcement or Criminal Justice shall receive a yearly payment of five hundred dollars (\$500.00), payable in a separate check, on or about July 1 of each contract year.

**Section 4.** Any employee of the bargaining units who receives a Bachelor's Degree in Law Enforcement or Criminal Justice shall receive a yearly payment of seven hundred fifty dollars (\$750.00), payable in a separate check, on or about July 1 of each contract year.

**Section 5.** Employees shall not be reimbursed for any expenses related to the attainment of said degrees, as outlined in Sections 2-4, above.

## **ARTICLE 32**

### **REIMBURSEMENT OF DAMAGES**

**Section 1.** If in the line of duty an employee shall suffer damage to such items as eye glasses, watch, dentures, or other similar items, the employee shall show proof of loss to the Employer or his designee. Upon verification of said loss, the Employer shall assist the employee in recovering said cost from the responsible defendant(s) through a court order for recovery of damages.

**ARTICLE 33**  
**HEPATITIS "B" INOCULATION**

**Section 1.** The Sheriff shall provide to all members of the department Hepatitis "B" inoculations. The inoculations shall be administered by the County Health Department, with the cost of said inoculations paid by the Sheriff. All records pertaining to the inoculations shall be kept by the Sheriff's Office Nurse.

**ARTICLE 34**  
**PREVAILING RIGHTS**

**Section 1.** The Employer agrees not to diminish any clearly established benefit in effect and regularly provided to the employees at the time of the signing of this Agreement, and such shall remain in full force and effect during the term of this Agreement.

**ARTICLE 35**  
**CONFORMITY TO LAW**

**Section 1.** Should any of the provision(s) of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or found to be in conflict with state and/or federal laws, all other provisions of this Agreement shall remain in full force and effect.

**Section 2.** Should any provision(s) of the Agreement be invalidated as outlined in Section 1 above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision(s).

**Section 3.** Any such replacement provision(s) shall be reduced to writing and signed by the parties within sixty (60) calendar days of the first meeting. If an agreement is not reached in the aforementioned time, the parties shall pick an arbitrator to hear the dispute in this instant. The method of picking the arbitrator shall be the same process as contained in the grievance procedure in this agreement. The arbitrator shall conduct the hearing in accordance with the rules of the American Arbitration Association. His decision shall be final and binding upon the parties. The cost of the arbitrator shall be shared equally by the parties.

**ARTICLE 36**  
**WAIVER IN CASE OF EMERGENCY**

**Section 1.** In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Columbiana County Commissioners, the Columbiana County Sheriff, or the federal or state legislatures, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended.

- A. Time limits for the Employer's or FOP's reply on grievances, and;
- B. All work rules and/or provisions of this agreement and practices relating to the assignments of all employees.

**Section 2.** Upon the official termination of an emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement, and shall proceed from the point in the grievance procedure to which the grievances had properly progressed.

**Section 3.** Those provisions of this Agreement relating to the established rates of compensation shall not be waived during said emergencies as defined in Section 1 above.

**Section 4.** Any event as described in Section 1 above shall be deemed to have ended no later than forty-five (45) calendar days after the date the emergency was declared.

**ARTICLE 37**  
**FITNESS FOR DUTY EXAMS**

**Section 1.** The Sheriff or designee reserves the right to determine its employees fitness-for-duty. If the employer feels that an employee may not be able to perform the essential functions of their job based upon the employer's own observations, the employer may require an employee to submit to a fitness-for-duty exam performed by a licensed physician. The exam will be performed by a physician of the employer's choosing and the employer shall bear the entire cost of such exam.

**Section 2.** Upon receipt of the physician's determination, the employee may, at his expense, obtain a second opinion from a licensed physician chosen by the employee. If the second opinion differs from the first, the Employer may, at his expense, require the employee to submit to a third examination by a licensed physician jointly selected by the Employer's physician and the employee's physician. This third physician's opinion shall be final and binding. If found not qualified, the employee may be placed on sick leave or disability leave.

**ARTICLE 38**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect until December 31, 2015, unless otherwise amended, terminated, and/or reopened by any article as provided within.

**Section 2.** The parties agree to re-open Article 24 – Wages and Article 26 - Hospitalization. The parties will meet on or prior to November 1, 2013 and November 1, 2014 for the years 2014 and 2015. The Parties acknowledge that the Dispute Resolution Procedures under 4117.14 O.R.C. are available if impasse is reached in either the 2014 or 2015 re-opener and mutually agree that any wage increases shall become effective January 1, 2014 and January 1, 2015 respectively. Should the 2013 negotiations (for 2014 wages, and insurance) result in impasse, the Parties agree the final two years of the agreement will be decided and the 2014 re-opener (for 2015 wages /insurance) will not occur.

**Section 3.** If either party desires to reopen, modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior nor later than ninety (90) calendar days to the expiration date of the Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Notice to modify or terminate this Agreement, shall comply with O.R.C. 4117-1-02.

**APPENDIX A  
WAGE SCHEDULES**

				<b>2013- 2015</b>				
	<b>Hourly</b>	<b>Annual</b>		<b>Hourly</b>	<b>Annual</b>		<b>Hourly</b>	<b>Annual</b>
		<b>2013</b>			<b>2014</b>			<b>2015</b>
<b>Lieutenant</b>	\$25.40	\$52,830.96	-					
<b>Sergeant</b>	\$23.52	\$48,925.97	-					
<b>Detective Sgt.</b>	\$23.52	\$48,925.97	-					
<b>Deputy</b>		<b>2013</b>	-	-	<b>2014</b>			<b>2015</b>
Start	\$15.12	\$31,446.15						
6 months	\$16.46	\$34,235.02						
1 year	\$17.92	\$37,265.44						
2 years	\$19.59	\$40,757.01						
3 years	\$20.53	\$42,711.42	-					
5 years	\$21.78	\$45,302.78	-					
<b>Radio Operator</b>		<b>2013</b>	-	-	<b>2014</b>			<b>2015</b>
Start	\$14.39	\$29,930.93						
6 months	\$15.11	\$31,424.18						
1 year	\$15.70	\$32,653.93						
2 years	\$16.73	\$34,805.97						
3 years	\$17.09	\$35,552.60						
5 years	\$17.92	\$37,265.44	-					
<b>Account Clerk</b>		<b>2013</b>	-	-	<b>2014</b>			<b>2015</b>
Start	\$13.70	\$28,503.56						
1 year	\$14.53	\$30,216.41						
3 years	\$15.32	\$31,863.38						
5 years	\$16.14	\$33,576.23	-					
<b>Technical Typist</b>		<b>2013</b>	-	-	<b>2014</b>			<b>2015</b>
Start	\$13.43	\$27,932.61						
1 year	\$14.18	\$29,491.75						
3 years	\$14.98	\$31,138.71						
5 years	\$15.82	\$32,895.48	-					

## SIDE LETTER OF AGREEMENT

The Columbiana County Sheriff's Office, "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., "Union," do hereby agree to the following:

1. The Employer has determined that the designation of a Terminal Agency Coordinator (TAC) and an Assistant Terminal Agency Coordinator (hereinafter TAC duties or TAC assignment) are in the best interests of the Sheriff's Office.
2. The parties agree that the TAC duties, including training, are consistent with the essential functions of a Radio Operator position and/or a Radio Supervisor position.
3. The Employer has determined that it is not necessary to fill a position of Radio Supervisor at this time and has sought volunteers for the TAC and Assistant TAC duties. Further, two (2) incumbent Radio Operators volunteered for the TAC duties and have received the appropriate training.
4. The parties have agreed that appropriate compensation for the additional duties and responsibilities for the TAC and Assistant TAC assignment, when assigned to a Radio Operator, shall be a "TAC Supplement" of one dollar and twenty-five cents (\$1.25) per hour for both the remainder of the existing collective bargaining agreement (CBA) expiring December 31, 2009, and for the term of the next successor CBA.
5. Employees who have volunteered for such TAC assignment shall retain such assignment unless the duties and responsibilities are removed for cause in accordance with pertinent departmental policies and procedures and any state requirements pertaining to the administration of the Law Enforcement Automated Data System (LEADS.).
6. The parties recognize that ancillary recordkeeping, reporting, and communication duties related to and including but not limited to Beaver Valley Nuclear Plant Planning, the Emergency Alert System (e.g., Amber Alert), Fire Department Systems, Bonds and Protection Orders, etc., are appropriately within the duties and responsibilities of a Radio Operator.

**SIDE LETTER OF AGREEMENT  
(Continued)**

7. Radio Operators \_\_\_\_\_ and \_\_\_\_\_ have volunteered for and been selected for the TAC and Assistant TAC assignments, respectively. Commencing with the first full pay period following execution of this side letter of agreement, said employees shall be eligible for the TAC supplement for all hours worked.
  
8. Should an opening for the TAC assignment arise in the future, the Employer agrees to seek volunteers and to award the assignment to the most qualified individual. If none of the volunteers has previous TAC experience, the assignment will be based upon seniority and the selected individual must successfully complete the required training and certification in order to actually receive the TAC assignment and supplement. If there are no qualified volunteers, the Employer may assign the TAC duties to the least senior qualified Radio Operator with at least two (2) years of service with the Sheriff's Office in a Radio Operator position. Notwithstanding the above, TAC duties may be assigned to any future Radio Supervisor as part of the regular duties of said position.

This side letter of agreement shall be effective upon execution and shall terminate effective with the termination date of the next successor CBA due to commence on or after January 1, 2010.

**SIGNATURE PAGE**

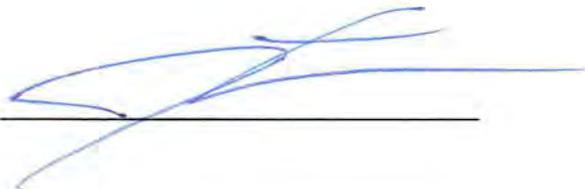
IN WITNESS THEREOF, the representatives of the COLUMBIANA COUNTY SHERIFF and the FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., have hereunto set their hands this April 25, 2013.

**The Columbiana County Sheriff's Office**

**The FOP/Ohio Labor Council**

  
\_\_\_\_\_  
Sheriff Raymond Stone  
Columbiana County Sheriff

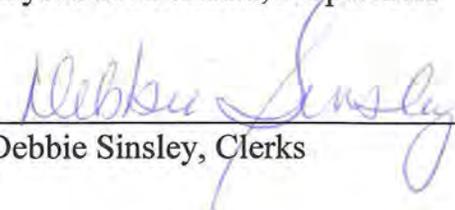
  
\_\_\_\_\_  
Rick Grochowski, FOP/OLC

\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Steve Walker, Sergeants

  
\_\_\_\_\_  
Wes Smith, Deputies

\_\_\_\_\_  
Crystal Sicklesmith, Dispatchers

  
\_\_\_\_\_  
Debbie Sinsley, Clerks

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

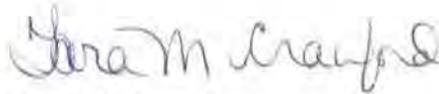
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 12-MED-09-0921
EMPLOYEE ORGANIZATION,	}	12-MED-09-0922
	}	12-MED-09-0923
and,	}	
	}	
COLUMBIANA 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. Raymond Stone  
[rstone@ccclerk.org](mailto:rstone@ccclerk.org)