



12-17-14  
12-MED-09-0998  
0749-04  
K31662



**AGREEMENT**  
between  
**Franklin County Sheriff's Office**  
and  
**Fraternal Order of Police, Ohio Labor Council**

**Unit 2**

**Patrol Communications Technicians**  
**And**  
**Patrol Communications Technician Supervisors**

**January 13, 2013 thru January 1, 2016**

**Unit 2**  
**Franklin County Sheriff's Office and Fraternal Order of Police, Ohio Labor Council**

**TABLE OF CONTENTS**

|            |  |       |    |
|------------|--|-------|----|
| Article 1  | Agreement                                  | ..... | 1  |
| Article 2  | Recognition                                | ..... | 2  |
| Article 3  | Definitions                                | ..... | 3  |
| Article 4  | Non-Discrimination                         | ..... | 5  |
| Article 5  | Dues Deduction                             | ..... | 6  |
| Article 6  | Grievance Procedure                        | ..... | 8  |
| Article 7  | Arbitration                                | ..... | 10 |
| Article 8  | Union Rights                               | ..... | 12 |
| Article 9  | Management Rights                          | ..... | 14 |
| Article 10 | Work Rules                                 | ..... | 16 |
| Article 11 | Internal Investigations                    | ..... | 16 |
| Article 12 | Discipline                                 | ..... | 18 |
| Article 13 | Records                                    | ..... | 21 |
| Article 14 | Layoff Procedure                           | ..... | 22 |
| Article 15 | Assignments and Transfers                  | ..... | 23 |
| Article 16 | Probationary Periods                       | ..... | 25 |
| Article 17 | Labor/Management Meetings                  | ..... | 26 |
| Article 18 | Wages                                      | ..... | 27 |
| Article 19 | Standard Workweek, Overtime, and Comp Time | ..... | 29 |
| Article 20 | Leaves of Absence                          | ..... | 31 |
| Article 21 | Vacation Leave                             | ..... | 32 |
| Article 22 | Sick Leave                                 | ..... | 34 |

|            |  |    |
|------------|--|----|
| Article 23 | Personal Leave .....                           | 38 |
| Article 24 | Family and Medical Leave Act.....              | 40 |
| Article 25 | Holidays .....                                 | 40 |
| Article 26 | Tuition Reimbursement .....                    | 41 |
| Article 27 | Health Insurance/Life Insurance Benefits ..... | 43 |
| Article 28 | Employee Assistance Program.....               | 43 |
| Article 29 | No Strike/No Lockout.....                      | 46 |
| Article 30 | Contracting Out .....                          | 47 |
| Article 31 | Uniforms .....                                 | 47 |
| Article 32 | Parking .....                                  | 48 |
| Article 33 | Negotiations Committee .....                   | 49 |
| Article 34 | Duration .....                                 | 49 |

## **ARTICLE 1 AGREEMENT**

### **Section 1.1 Parties.**

This Agreement is made and entered into by and between Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union) and the Franklin County Sheriff.

### **Section 1.2. Purpose.**

This Agreement between the parties is made for the purpose of promoting cooperation, orderly and constructive relations between the Union, its members and the Sheriff and his employees, and as an indication of the parties' concern in working toward the goal of maintaining the maximum efficiency of the Sheriff's Office.

It is also the purpose of this Agreement to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein.

### **Section 1.3. Legal References.**

Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specification about a matter the Sheriff, bargaining unit members and the Union are subject to all applicable federal and state laws pertaining to the wages, hours, and terms and conditions of employment for bargaining unit members. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of the bargaining unit members are not superseded by this Agreement. The conduct and grading of examinations, the rating of candidates, and the establishment of eligible lists from examinations are not subjects of bargaining under this Agreement.

#### **A. Determination of Invalidity.**

Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restricted by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within fourteen (14) days of receipt of

the written request, in an attempt to modify the invalidated provisions by good faith negotiations.

**B. Sanctity of Agreement.**

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

**ARTICLE 2  
RECOGNITION**

**Section 2.1. Recognition.**

The Sheriff hereby recognizes the Union as the sole and exclusive representative for all employees included within the two (2) bargaining units described in this Article in matters relating to wages, hours and other terms and conditions of employment, the continuation, modification, or deletion of an existing provision of any agreement between the parties, and the resolution of questions arising under this Agreement.

**First Unit:**

Included: All patrol communication technicians of the Franklin County Sheriff's Office as per State Employment Relations Board Case number 97-REP-06-0123 dated October 24, 1997.

**Second Unit:**

Included: All Patrol Communications Supervisors employed by the Franklin County Sheriff's Office as per State Employment Relations Board Case number 2013-REP-05-0044 dated August 5, 2013.

Excluded from both units: All clerical service, maintenance and technical employees, all uniformed employees of the Sheriff's Office (deputy sheriffs), management-level employees, confidential employees and supervisors as defined in the Ohio Revised Code 4117.

When the Sheriff determines that a bargaining unit employee and/or position otherwise covered by this Agreement acts in a fiduciary capacity pursuant to Section 124.11 of the Ohio Revised Code, he or his designee shall notify the Union, in writing, of said determination, and upon agreement the employee and/or position shall be removed from the bargaining unit. The parties will then jointly amend the certified unit. Disputes over

the fiduciary capacity of an employee or position shall be resolved through arbitration. If the Sheriff changes the bargaining unit status of an employee and/or position for a reason other than a fiduciary capacity, the Sheriff shall notify the Union, in writing, of said change and upon agreement the employee or position shall be removed from the bargaining unit. Disputes over inclusion and exclusion of all newly created, abolished, or merged positions, or status changes, and title changes shall be resolved at the State Employment Relations Board. In cases of agreement on unit changes, the parties will prepare an addendum to the agreement.

### **Section 2.2. Bargaining Unit Work.**

It is agreed that employees of the Sheriff's Office who are not members of the above-defined bargaining units may perform tasks normally performed by bargaining unit workers, only when relieving them for meals and breaks, for unanticipated special events, for unforeseeable events, during emergencies, and for certain confidential cases. Otherwise, except as provided elsewhere herein, only members of each of the bargaining units defined in Section 1 above are to perform duties normally assigned to the employees in each of the bargaining units. Deputies may be assigned to work in the Communications Center at the discretion of the Sheriff. Deputies assigned to Communications shall not be assigned to displace or deny employees in the above-defined bargaining units the opportunity for overtime, except in cases of disaster or emergency.

## **ARTICLE 3 DEFINITIONS**

Terms are defined as follows in this Agreement:

### **Section 3.1. Calendar Days.**

Unless addressed otherwise within an article of this Agreement, days shall mean calendar days. When counting a period of time, the number of days will include work days, days off, and days an employee is on leave.

### **Section 3.2. Continuous Service.**

Continuous Service means the uninterrupted service of an employee of the Sheriff's Office where no "full break in service" has occurred. It shall include the service time that has been adjusted for a "partial break in service". For purposes of County-paid life insurance, dental insurance, and vision insurance, continuous service means the uninterrupted service in which an employee is paid by warrant of the County Auditor. Time on family/medical leave (480 hours/year), authorized leave without pay, leave with pay, and military leave shall be counted as continuous service.

### **Section 3.3. Disparate Treatment.**

Actions taken that are markedly distinct in quality or character and made up of fundamentally different and dissimilar elements when the facts are the same or of a similar nature.

### **Section 3.4. Full Break in Service.**

Full Break in Service shall be defined as a resignation or other separation from service with the Sheriff which does not carry with it a right to reinstatement. When a "full break in service" occurs, an employee's date of continuous service shall be the date that the person returned to active duty.

### **Section 3.5. Partial Break in Service.**

Partial Break in Service shall include a separation from service of thirty-one (31) days or more for unpaid educational leave, absence without authorized leave for one day or more (e.g., AWOL, as opposed to LWOP), and separation from service which carries with it the right to reinstatement (e.g., disability retirement, etc.). When a "partial break in service" occurs, the employee's seniority and date of calculating service credit is to be adjusted by the number of days that the employee was not in service. This will be done by counting the number of days during the break in service and then adjusting the employee's start date forward in time by an equal number of days.

### **Section 3.6. Sheriff.**

Any reference to the term Sheriff also includes within that meaning the employer, the Sheriff's designee or the Acting Sheriff.

### **Section 3.7. Seniority.**

Departmental seniority shall be the time in continuous service in good standing within either or both bargaining units covered by this agreement.

Classification seniority shall be the time in continuous service in good standing within one of the classifications covered by this agreement. Classification seniority within each classification shall be the determining factor for assigning days off within the Communications Center.

Except when an employee in a no pay status is protected by the provisions of the FMLA, employee seniority (departmental and/or classification) shall be adjusted for any days that a member is in a no pay status.

In the event employees have the same hire date, the last four digits of the employee's social security number shall be the deciding factor. The employee whose number is the lowest shall be the most senior and employees with a higher number will be progressively

less senior. The same procedure will be followed for employees whose seniority is calculated on the same hire date as others due to adjusted service.

With the effective date of this Agreement, where the relative ranking of ties in seniority has previously been determined alphabetically by last name, such ranking shall not be changed except for instances of an adjustment to the employee's seniority based upon days that the member is in a no pay status as referenced above.

When Comm. Techs are promoted to the position of Comm. Tech Supervisor their accrued seniority in the classification of Comm. Tech is "frozen" and will not be lost. If the Comm. Tech who is promoted to a supervisor position voluntarily returns to the Comm. Tech classification in five (5) years or less from the date of the promotion their classification seniority will resume as if they had never left the Comm. Tech classification. If a Comm. Tech who is promoted to a supervisory position returns to the Comm. Tech classification more than five (5) years after the promotion, their Comm. Tech seniority will resume at the point where it was frozen. Comm. Techs who are promoted to the position of Comm. Tech supervisor and who do not successfully complete the promotional probationary period or who are involuntarily returned to the Comm. Tech position will resume their seniority as a Comm. Tech at the point where it was frozen.

## **ARTICLE 4 NON-DISCRIMINATION**

### **Section 4.1. Joint Pledge.**

The Sheriff and the Union shall not unlawfully discriminate against any member of the bargaining unit on the basis of the member's race, color, religion, gender, national origin, age, sexual orientation, gender identity, political affiliation, marital status, disability that can be reasonably accommodated, or veteran status.

### **Section 4.2. Union Pledge.**

The Union agrees not to interfere with the desire of any member to become and remain a member of the Labor Council, or to refrain from membership. The Union agrees to fairly represent all members of the bargaining unit subject to the provisions and procedures set forth in Sections 4117.11(B)(6) and 4117.12 of the Ohio Revised Code.

### **Section 4.3. Sheriff's Pledge.**

The Sheriff agrees not to discriminate against any member of the bargaining unit on the basis of his membership or non-membership in the Union or to discriminate, interfere with, restrain or coerce any member because of or regarding his activities as an officer or other representative of the Union.

#### **Section 4.4. Gender and Plural References.**

Words, whether in the masculine or feminine genders, shall be construed to include both genders. By the use of either gender it is understood that the use is for convenience purposes only and is not to be interpreted as discriminatory. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

### **ARTICLE 5 DUES DEDUCTION**

#### **Section 5.1. General.**

Pursuant to Section 4117.09(B)(2) of the Ohio Revised Code, the Sheriff agrees to deduct Union membership dues in the amount certified by the Union to the Sheriff, each pay period from the pay of any Union member requesting the same in writing. Such certification shall identify the total amount due annually, which shall be divided by the number of pay days in the year to determine the amount deducted per pay period. In the event that the amount cannot be exactly divisible by the number of pay days, the figure is to be rounded up to the nearest penny that will allow full coverage of the annual amount. The Sheriff also agrees to deduct Union initiation fees and assessments, if any, in the pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Union member.

No other employee organization dues shall be deducted from any member's pay for the duration of this Agreement.

#### **Section 5.2. Process.**

If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Union and presented to the Sheriff's Payroll Office. The Sheriff agrees to furnish the Labor Council once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made. Nothing herein shall prohibit Union members covered by this Agreement from submitting dues directly to the Union.

#### **Section 5.3. Additional Deductions.**

The Sheriff shall provide the Union with additional payroll deductions for the purpose of the Union providing additional member benefits. No payroll deductions shall be made for these benefits without prior written approval of the member.

**Section 5.4. No Deduction.**

The Sheriff's obligation to make deductions shall terminate automatically upon a termination of employment or transfer of a member to a job classification outside this bargaining unit. In the event that a member has insufficient pay in a pay period to cover the dues deduction or fee, it shall not be an obligation of the Sheriff to deduct such dues or fees from the employee's future pay check or otherwise collect the amounts.

**Section 5.5. Indemnification.**

The Sheriff assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments. The Union hereby agrees it will indemnify and hold the Sheriff harmless from any claims, actions or proceeding by any employee arising from the lawful deductions made by the Sheriff in reliance upon the provisions of this Section.

**Section 5.6. Errors.**

If it is found that an error was made, the Sheriff shall correct the error in the next pay period that the Union dues deduction would normally be made by deducting the proper amount. The Union shall notify the Sheriff in writing of said error.

**Section 5.7. Increases.**

The Union shall notify the Sheriff in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

**Section 5.8. Fair Share Fee.**

Employees who are not members of the Labor Council shall as a condition of employment with the Sheriff pay to the Labor Council a fair share fee. This fair share fee does not need written authorization of the employee and shall be paid pursuant to the provisions of 4117.09(C) of the Ohio Revised Code and shall be automatically deducted from an employee's pay and forwarded to the Union along with the regular dues deductions, which will include a legal rebate appeals procedure.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

### **Section 6.1. Grievance Defined.**

A grievance shall be defined as any dispute or disagreement among the parties which arises out of the interpretation or application of a provision or provisions of this Agreement.

### **Section 6.2. Jurisdiction.**

Disciplinary action, including removal from service, is appealable only through the grievance procedure, which culminates at arbitration.

For issues other than grievances over disciplinary actions, nothing in this grievance procedure shall deny members any rights available at law to achieve redress of their legal rights. However, once a member elects to pursue a legal or administrative remedy in lieu of this grievance procedure, and a court or administrative tribunal accepts jurisdiction over the issue, the member is thereafter precluded from seeking a remedy under this procedure and any grievance in process shall be voided.

### **Section 6.3. Representation.**

A grievance can be initiated by the Labor Council Associate or an aggrieved member. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the Labor Council Associate or the designated representative of the affected group of members will process the grievance.

### **Section 6.4. Grievance Documentation.**

All grievances must be in writing, must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by the parties.

- A. Aggrieved employee's name and signature, except when a class action grievance is filed. A class action grievance must be signed by a labor council associate or a member of the class on behalf of the unit.
- B. Aggrieved employee's classification, or grieved unit's classification in cases where a class action grievance is filed on behalf of a particular unit.
- C. Date, time, and location of the incident that gave rise to the grievance.
- D. Date that the issue giving rise to the grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
- E. Date the grievance form was completed.
- F. A description of the incident giving rise to the grievance.
- G. Specific articles and/or section(s) of the Agreement violated.

H. Desired remedy to resolve the grievance.

**Section 6.5. Timeliness.**

All grievances must be presented in writing at the appropriate commencement step within fourteen (14) calendar days from the date that the member or group of members or the Union first learned of grounds for the grievance or it shall be barred from further processing. Grievances must be timely processed at the proper step in order to be considered at the subsequent steps. Any employee may withdraw a grievance at any point by submitting a statement in writing to the Employer and the Union to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted or appealed by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance within the time periods set forth in Section 6.7, measured from the due date of the management response. All time limits on grievances may be extended upon mutual written consent of the parties.

**Section 6.6. Time off for Step 1, 2, and 3 Meetings.**

The grievant and Labor Council Associate, if applicable, shall be allowed time off from regular duties with pay for attendance at Step 1, Step 2, or Step 3 grievance meetings. In the event that more than one grievant is involved, the Labor Council Associate and or the Staff Representative shall represent all grievants at the Step 1, Step 2, or Step 3 grievance meetings. Overtime compensation or compensatory time cannot be earned for time spent in Step 1, Step 2, or Step 3 grievance meetings.

**Section 6.7. Grievance Procedure.**

It is the mutual desire of the Sheriff and the Labor Council to provide for prompt adjustment of grievances, with a minimum amount of interruption of work schedules. The Sheriff and the Labor Council agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. **Step 1. Communications Uniformed Supervisor or Designee.** Grievances may be filed for documented orals and written reprimands and may be processed through Step 3 but are not subject to arbitration.

In order for a grievance to receive consideration under this procedure, the grievance must be submitted in writing to the Uniformed Supervisor or designee within fourteen (14) days of the occurrence that gave rise to the grievance or date when the grievant should have known of the occurrence, whichever comes later. The Uniformed Supervisor or designee shall provide a response in writing on the grievance form within seven (7) days following the date on which the Uniformed Supervisor or designee received the grievance.

- B. **Step 2. Chief Deputy.** If the grievance is not resolved at Step 1, the grievant with the appropriate Labor Council representative, if applicable, shall within ten (10) days of the date that the Step 1 response was received, deliver the grievance to the Chief Deputy. The Chief Deputy shall have ten (10) days in which to schedule a meeting, unless the meeting is waived by mutual agreement, with the aggrieved employee and his or her representative, if applicable. The Chief Deputy shall respond in writing to the grievance, on the agreed upon grievance form, within ten (10) days following the meeting date.
- C. **Step 3. Sheriff.** Grievances filed in response to disciplinary suspension or removal may be filed at Step 3

In order for a grievance regarding a disciplinary suspension or removal to receive consideration under this procedure, the grievance must be submitted in writing to the Sheriff, or his designee within fourteen (14) days of the date when the grievant should have known of the discipline.

If the grievance is not resolved at Step 2, the grievant, with the appropriate Labor Council representative, if the former desires, may refer the grievance to the Sheriff, or his designee, within ten (10) days after receiving the grievance form. The Sheriff or his designee shall have ten (10) days in which to schedule a meeting with the aggrieved employee and his or her representative, if applicable. The Sheriff or his designee shall respond to the grievance within ten (10) days following the meeting. If the Sheriff or his designee does not respond in the allotted time period, the grievance may be taken to arbitration pursuant to the procedure set forth in Article 7.

## **ARTICLE 7 ARBITRATION**

### **Section 7.1. Decision to Arbitrate.**

Should a grievant, after receiving the answer to the grievance at Step 3 of the grievance procedure, still feel that the grievance has not been satisfactorily resolved, the grievant may, through his or her Labor Council representative, request that the grievance be heard before an arbitrator. The decision to arbitrate a grievance rests with the Union. If the Union decides to arbitrate the grievance, a notice to arbitrate must be submitted to the Sheriff/designee within fourteen (14) days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration by the Labor Council within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

## **Section 7.2. Selection of Arbitrator.**

Upon receipt of a notice to arbitrate the Sheriff or his designee and the representative of the Labor Council shall, within ten (10) working days following the request for arbitration request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties may select a mutually acceptable arbitrator from the panel within ten (10) working days from the date the list is received. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, the parties shall use the alternate strike method from the list of seven (7) arbitrators. The right to strike the first name shall be determined by a coin toss. After the first strike, the other party shall strike a name and the parties shall alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list, one time each. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the hearing.

## **Section 7.3. Arbitrability.**

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator will decide the question of arbitrability before consideration of the merits.

## **Section 7.4. Authority and Responsibility of the Arbitrator.**

The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written document setting forth his or her decision and rationale in support of said decision. The arbitrator's decision shall be final and binding upon both parties. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

## **Section 7.5. Exchange of Documents.**

When a grievance has been scheduled for arbitration, the parties shall exchange a list of witnesses and documents within fourteen (14) days of the scheduled hearing.

### **Section 7.6. Costs.**

The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne jointly by the parties. The expenses of any non-member witnesses, if any, shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the employee's scheduled work hours.

## **ARTICLE 8 UNION RIGHTS**

### **Section 8.1. Representation.**

The Union shall submit, in writing, the names of employees who are to act as Union representatives in labor/management meetings, grievances, and disciplinary hearings. The employer shall recognize not more than three (3) dispatch bargaining unit members (one from each shift), selected by those members who shall serve as OLC Associates, one of whom will serve as the Chief Associate and not more than two (2) dispatch supervisor bargaining unit members selected by the members of that unit to serve as OLC Associates, one of whom will serve as the primary and the other of whom shall serve as the alternative associate.

The Union shall provide written notice to the Sheriff with the names of all of the associates, which shift each one represents (if applicable) and which one is serving as the Chief Associate for the dispatch unit. The Union shall provide such written notice as well as any changes as often as necessary so that the Sheriff has the most current information. An employee will not be permitted to function as a Union Associate until the Sheriff receives this written notification.

### **Section 8.2. Roster.**

The Union shall provide to the Sheriff an official roster of its officers and local union representatives which is to be kept current at all times and shall include the following:

1. Name;
2. Address; and
3. Union office held.

### **Section 8.3. Union Activity.**

One recognized employee representative may be released from his or her regular duties to attend pre-disciplinary hearings, Step 1, 2, or 3 grievance meetings, or Internal Affairs interviews. In the event that the employee has an attorney or OLC staff representative

present at the hearing, the employee representative shall not be released, but must be off duty or taking leave from duty in order to attend. To the extent any other time is devoted to union activity during such representative's scheduled working hours, he or she shall be allowed, upon prior notification, to reschedule his or her work hours or take leave without pay or vacation leave for such activity. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no representatives of the Union (employee, non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours.
- B. Employee Union representatives shall not conduct Union activities in any work areas without first notifying the supervisor in charge of that area of the nature of the Union activity.
- C. Under no circumstance can an employee earn comp time or overtime while performing union activities including those activities described above.

#### **Section 8.4. Chief Associate.**

The parties recognize that, within the dispatch unit, in lieu of the position of President there will be the position of Chief Associate. This position is established both to aid the maintenance of this Agreement and to promote harmonious labor relations. Towards this end, the Chief Associate or designated alternate shall attend, as necessary, joint meetings of the parties relating to employment relations matters which come within the scope of this Agreement. In addition, any of the three (3) dispatch bargaining unit Associates may be released from duty with pay up to a maximum combined total of eighteen (18) hours per calendar year and either of the two (2) dispatch supervisor Associates may be released from duty with pay up to a maximum combined total of twelve (12) hours to attend a conference or training session sponsored by the Ohio Labor Council. The Associate requesting release time must submit a written request to the Sheriff two (2) weeks prior to the date of the event along with documentation for the purpose of such release specifically identifying the agenda and location of the conference or seminar.

#### **Section 8.5. Staff Representative.**

The Sheriff will recognize one (1) Labor Council staff representative as a union representative in accordance with this Article upon receipt of a letter identifying the staff representative or his designee. Said staff representative shall be admitted to the Sheriff's facilities, which are open to the general public, during normal business hours. Said staff representative shall notify the Sheriff or designee of his arrival prior to conducting any Union business.

**Section 8.6. Bulletin Boards.**

The Union shall be permitted to construct, install and maintain a Union bulletin board in each Bureau and/or Facility. Only Union bulletins and Union material will be permitted to be posted on this board.

**Section 8.7. Ballot Boxes.**

The Union shall be permitted, upon prior notification to the Sheriff, to place ballot boxes in each Bureau and/or Facility for the purpose of collecting members' ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents shall be subject to the Sheriff's review. The Union agrees to guard the ballot boxes and is solely responsible for their security. Further, the Union agrees to hold the Sheriff harmless for any claims by a third party against it of actual or alleged tampering, misuse, theft or any other inappropriate unlawful action pertaining to the ballot boxes.

**Section 8.8. Use of Intra-Office mail.**

- A. The Union is permitted to utilize the intra-office mail system for the purpose of providing information pertaining to Union business or bargaining unit representation to bargaining unit members. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or bargaining unit representation.
- B. The Sheriff shall under no circumstances be held to guarantee or be responsible for the safe or timely delivery of any documents placed in the intra-office mail by the Union.
- C. In no instance is it appropriate for the union to use the county email system for union business.

**Section 8.9. Job Descriptions.**

The Sheriff shall furnish the Chief Associate a copy of up-to-date job descriptions for all bargaining unit members.

**ARTICLE 9  
MANAGEMENT RIGHTS**

**Section 9.1. Delineation of Management Rights.**

To assure that the Sheriff's Office continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code

and Federal Statutes and to maintain efficient and responsive protection for the citizens of Franklin County, the Sheriff retains the right to determine office policies, procedures, and to manage the affairs of the office in all respects:

- A. To determine the size and composition of the office work-force, the organizational structure of the office and the methods by which operations are to be performed by Sheriff's employees.
- B. To manage the office budget, including, but not limited to the right, within the provisions of the Ohio Revised Code, to contract or subcontract any work or operations of the office.
- C. To determine the nature, extent, type, quality and level of services to be provided to the public by Sheriff's employees and the manner in which those services will be provided.
- D. To determine and/or change the technology and equipment Sheriff's employees shall use.
- E. To restrict the activity of an employee organization on County time except as set forth in this Agreement.
- F. To determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting.
- G. To assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Sheriff to assure efficient office operations.
- H. To direct and supervise employees and to establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to Sheriff's employees.
- I. To hire, evaluate, promote, transfer, reallocate, and take other personnel actions for non-disciplinary reasons in accordance with the statutes and rules relating to civil service.
- J. To transfer, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for cause.
- K. To lay off employees of the office because of lack of work or funds, or under conditions where continued work would be ineffective, unproductive or not cost-efficient.

## **Section 9.2. Other Rights and Powers.**

The rights and powers of the Sheriff contained in this Article do not list all such powers, and the rights listed together with all other rights, powers and prerogatives of the Sheriff remain vested exclusively with the Sheriff, except to the extent that such rights, powers, prerogatives are limited or modified by the provisions of this Agreement.

## **ARTICLE 10 WORK RULES**

### **Section 10.1. Written Rules.**

The Sheriff agrees that all work rules shall be reduced to writing and a copy provided to the Chief Associate, or designee, at least five (5) working days in advance of the implementation or enforcement of the work rule, unless an emergency would prevent such preliminary notice.

### **Section 10.2. Copy Provided.**

Prior to the implementation and/or effective date of any new or amended Administrative Regulation, the Sheriff /designee shall provide a copy to each employee covered by this Agreement.

### **Section 10.3. Applications.**

All applicable work rules shall be reasonable and shall be uniformly applied to all bargaining unit members.

## **ARTICLE 11 INTERNAL INVESTIGATIONS**

### **Section 11.1. Procedures.**

Whenever a bargaining unit member is notified to report for any internal investigation or is contacted by an Internal Affairs investigator concerning any internal investigation or complaint, that member shall be provided in writing, on a form developed by the Sheriff, with the nature of the complaint and shall be given an opportunity, within a reasonable time period of not less than seventy-two (72) hours, for the purpose of obtaining a Union representative, or an attorney, prior to being interviewed. If requested by the bargaining unit member, the Union representative or the attorney shall be allowed to accompany the member during all interview sessions. During an interview session, if the member chooses to obtain an attorney, the interview session shall cease until an attorney is obtained or advice acquired within a reasonable time period of not less than seventy-two

(72) hours. The bargaining unit member and the Internal Affairs Bureau may waive the seventy-two (72) hour time limit by mutual agreement.

**Section 11.2. Advance Written Notice.**

Prior to any questioning the respondent bargaining unit member, i.e., the member under investigation, shall be advised in writing of the nature and specifications of the alleged complaint, and will be given a brief synopsis of the facts surrounding the investigation. The member shall maintain all provisions under Section 1 of this Article.

**Section 11.3. Copy of Complaint or Written Summary.**

When a bargaining unit member is to be interviewed as a witness pursuant to Section 1 above, such interview shall be conducted in accordance with the procedures established herein. Upon request, a member who is being interviewed as a witness shall be given a copy of any citizen complaint or a written summary of any non-citizen complaint prior to any questioning.

**Section 11.4. Notice of Rights.**

Prior to any questioning, a bargaining unit member who is being interviewed shall be advised of his criminal rights and/or administrative rights, whichever are applicable.

**Section 11.5. Limitations.**

Any interrogation, questioning or interviewing of a bargaining unit member will be conducted during his working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

**Section 11.6. Recordings and Documentation.**

Any interrogation and/or interview, including lie detection examinations, of bargaining unit members shall be recorded by the Sheriff's staff at the request of either party. The bargaining unit member and/or his attorney and/or Union representative will be afforded the opportunity, upon written notice, directly to the Sheriff or his designee, to listen to and make personal notes to verify the accuracy of a recording made of his interview. If a transcript of the recording is made by the Sheriff's staff, the bargaining unit member will be provided a copy of such transcript.

**Section 11.7. Administrative Pressure.**

Any evidence obtained in the course of an Internal Investigation through the use of administrative pressure shall not be admissible in any subsequent criminal action. However, it is not administrative pressure in relation to a disciplinary hearing or an allegation being investigated to charge a member with insubordination for failing to

answer questions or participate in an investigation, but the member must be advised that such conduct may be made the basis for such a charge.

#### **Section 11.8. Lie Detector Examinations.**

Any bargaining unit member required to submit to a polygraph or other lie detection examination shall be provided advanced notification of the date, time, place and type of such examination. A bargaining unit member shall not be ordered to submit to a lie detection examination unless the complainant against him takes a lie detection examination and the results of the Complainant's lie detection examination support the complaint against the accused member. The examiner's interpretive results of the respondent's lie detection examination shall only be used to support or rebut other evidence; it shall not be used as basis for disciplinary action.

#### **Section 11.9. Complaints.**

Complaints, whether written or verbal, shall be referred to a Communications supervisor. Verbal complaints will be reduced to writing on a standard form. The communications supervisor shall then proceed to investigate the complaint. If the complainant is unwilling to give their contact information and there is no corroborative evidence, the complaint shall be considered unfounded and no further action will be taken against the accused member.

#### **Section 11.10. Conclusion.**

Any bargaining unit member who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. Further, if the investigation exceeds sixty (60) days, a representative of Internal Affairs shall inform the concerned member in writing that additional time is required to complete the investigation. Thereafter, the concerned member shall receive a status report outlining the current status of the investigation and the reason requiring additional time for it, every thirty (30) days.

### **ARTICLE 12 DISCIPLINE**

#### **Section 12.1. Discipline for Cause.**

No bargaining unit member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. There will be no disciplinary re-assignment except that the member who has sexually harassed someone or who has created a hostile work environment may, separately or in addition to other disciplinary action, be transferred by the Sheriff. A member who is subject to termination for just cause may elect, with the Sheriff's approval, to be re-assigned to a position which was not bid on or requested by another member. The member shall maintain his or her right to the grievance procedure

if he or she contests just cause for such actions. Discipline will be similar in nature when the offense is of the same or similar nature and severity. No member shall be subjected to disparate disciplinary treatment, as defined in Article 3.

### **Section 12.2. Pre-disciplinary Hearings.**

Any pre-disciplinary hearing shall be conducted under current law, with an impartial hearing officer.

- A. Prior to any pre-disciplinary hearing, the charged employee shall receive from the employer a written statement of all charges and specifications. At pre-disciplinary hearings, charged employees shall be allowed representation by a union representative and be allowed to call witnesses material to the employee's defense.
- B. After an accused bargaining unit member receives notice of charges and an opportunity to appear before a pre-disciplinary hearing officer, the member and his attorney, when one is involved, or Union Representative shall be provided access to transcripts, records, written statements, video and audio tapes, and results of any lie detection examinations pertinent to the case. Such access will be provided only after written notice by the bargaining unit member, his attorney or Union Representative to the Sheriff/Hearing Officer. Either party may record the hearing.
- C. A bargaining unit member who is charged, his attorney or local union representative may make a written or email request for a continuance. Except under unusual circumstance or unless by mutual agreement, only one continuance shall be granted not to exceed ten (10) calendar days.
- D. The Sheriff or Acting Sheriff/Hearing Officer will notify the affected bargaining unit member of any charges or of any decision reached as a result of a pre-disciplinary hearing prior to any public statement or release.

### **Section 12.3. Actions of Record.**

At any time a member's immediate supervisor has a reasonable belief that disciplinary action of record (documented oral reprimand, written reprimand, suspension, reduction, or removal) will result from an action or omission on the part of a member, the member shall be advised in writing that such a disciplinary result is possible prior to any inquiry by the Sheriff. After providing the member with written notification, the member will be afforded the opportunity to state any reasons he may have in defense of his misconduct. After such opportunity, a written report, effectively recommending discipline, shall be forwarded by the supervisor through the chain of command. Nothing herein shall preclude the bureau commander from issuing a written reprimand based upon a review of reports submitted in the normal course of office business. Any employee so advised of possible disciplinary action shall be given reasonable opportunity to contact a local union

representative and to have the representative accompany the employee during any interview session.

#### **Section 12.4. Progressive Action.**

The principles of progressive disciplinary action may be followed with respect to offenses of misconduct. The progressive action may at least include a documented oral reprimand, written reprimand and/or suspension prior to termination, except in cases which require a more severe penalty to be imposed.

#### **Section 12.5. Reduction of Vacation Leave or Compensatory Time.**

For purposes of progressive discipline, suspension may include, but not be limited to, the reduction of an employee's accrued vacation leave or compensatory time. Loss of eight (8) hours of accrued vacation leave or compensatory time shall be the equivalent of a one (1) day suspension. The reduction of accrued vacation or compensatory time hours, in lieu of a loss of work hours, shall constitute a suspension for the purpose of considering prior disciplinary action. This provision only applies for suspensions of up to and including three (3) days. Only accrued vacation leave or compensatory time can be used in lieu of suspension. Determination of whether an employee's suspension is to be accomplished through loss of work hours or loss of accrued vacation leave or compensatory time shall be by mutual agreement between the Sheriff and the affected employee.

#### **Section 12.6. Appeal.**

Disciplinary action, including removal from service, is appealable only through the grievance procedure, as outlined in Article 6 of this Agreement. Grievances may be filed for documented oral and written reprimands and will be processed through Step 3 but are not subject to arbitration. An employee who disagrees with an oral or written reprimand shall have the right to write an IOC which shall remain attached to such documented oral or written reprimand. Grievances filed in response to disciplinary suspension or removal may be filed at Step 3. Probationary removals are not grievable. Disciplinary action cannot be appealed to the State Personnel Board of Review.

#### **Section 12.7. Duration of Records.**

All actions of record (documented oral reprimands, written reprimands, suspensions, reduction, or removal) will be maintained in each bargaining unit member's personnel file throughout his or her period of employment, except as follows:

- A: In any case which an action of record is disaffirmed by an arbitrator, or by a court of competent jurisdiction, then such action of record shall be removed from the member's personnel file.

- B. Documented oral reprimands shall not be used for purposes of progressive discipline or for consideration of promotion, or transfer unless there is a similar or like offense within nine (9) months of active, paid service since the date of issuance of the documented oral reprimand.
- C. Written reprimands shall not be used for purposes of progressive discipline or for consideration of promotion, transfer or performance evaluation if one (1) year of active, paid service has passed since the date of the reprimand provided that the member has had no further disciplinary action during this period.
- D. Records of suspensions for five (5) days or less shall not be used for purposes of progressive discipline or for consideration of promotion, transfer or performance evaluation if two (2) years of active, paid service have passed since the date of the suspension, provided that the member has had no further disciplinary action during this period.
- E. Suspensions for periods of time greater than five (5) days shall not be used for purposes of progressive discipline or for consideration of promotion, transfer or performance evaluation if three (3) years of active, paid service have passed since the date of the suspension, provided that the member has had no further disciplinary action during this period.
- F. Upon written request from an employee, the Sheriff shall remove a documented oral reprimand, a written reprimand, or record of suspension submitted after the respective validity period has expired and move it to a separate file.
- G. The time period for consideration of disciplinary records is to be extended by the amount of time that an employee is on leave without pay, absent without leave, on disability leave, and/or on disability retirement, if any.

## **ARTICLE 13 RECORDS**

### **Section 13.1. Performance Evaluations.**

A bargaining unit member's signature on a performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read it; it shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The bargaining unit member shall be the last person to sign an evaluation and no evaluation comments may be made on record copies thereafter. The bargaining unit member shall receive a copy of the evaluation in its final form.

### **Section 13.2. Review of Personnel File.**

An employee shall be allowed to review his personnel file after requesting to do so through the chain of command in writing. Such request and authorization is not required during the employee's non-working hours. This review will be afforded during normal business hours and work days of the personnel office. If a member wants copies of documents from the file, copies will cost five cents (\$.05) per page. If a member desires to have his entire file copied he can request it and, depending on the workload of the personnel office, it will be done as time is available.

### **Section 13.3. Inaccurate Documents.**

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Sheriff explaining the alleged inaccuracy. The Sheriff shall attach the member's memorandum to the document in the file.

## **ARTICLE 14 LAYOFF PROCEDURE**

### **Section 14.1. Notice of Layoff.**

Whenever it becomes necessary for the Sheriff to layoff employees, the Sheriff shall file a notice with the Union and affected employees at least thirty (30) days prior to the expected day of the layoff, unless an emergency would not permit the thirty (30) day advance notice. The notice to the Union shall specify the classification(s) in which the layoff is to occur and the number of employees to be laid off in each classification.

### **Section 14.2. Procedure.**

The layoffs shall be administered by the Sheriff in accordance with the procedures established in Ohio Revised Code Sections 124.321 to 124.327 and the related Administrative Code Sections enacted pursuant to those Sections. However, the Ohio Department of Administrative Services shall have no role in the layoff process. The Sheriff shall perform the functions assigned to the ODAS Director and staff under the Revised Code or Administrative Code Sections.

### **Section 14.3. Recall.**

Recall shall be administered by the Sheriff in accordance with the procedures established in Ohio Revised Code Sections 124.321 through 124.327 and the related Administrative Code Sections enacted pursuant to those Sections. However, the Ohio Department of Administrative Services shall have no role in the recall process. The Sheriff shall perform the functions assigned to the ODAS Director and staff under the Revised Code or Administrative Code Sections.

#### **Section 14.4 References.**

The Ohio Revised Code and Administrative Code sections referenced in this Article may be found in, but not limited to such places as the internet, in the Franklin County Law Library, or any other law library and in some public libraries.

### **ARTICLE 15 ASSIGNMENTS AND TRANSFERS**

#### **Section 15.1. Assignments.**

Every bargaining unit member shall be given a regular assignment which includes a regularly assigned shift, regularly assigned consecutive days off and regularly assigned job duties. Job duties may be re-assigned. There shall be no shift reassignment or days off reassignment of current employees. However, the Sheriff reserves the right to change shift hours, after a seventy-two (72) hour prior notice has been given to the affected employees. Any employee transferring from one unit to another shall have last consideration on bidding for vacancies.

#### **Section 15.2. Transfer and Vacancy Defined.**

A transfer is a change in a member's regular shift and/or movement to another unit. A vacancy is defined as a newly created position to be filled, an opening which results from a transfer, except a temporary transfer; or a position to be filled resulting from terminations, resignations and/or promotions. A member selected to fill a vacant position shall be transferred no later than one hundred twenty days (120) from the date the transfer is approved.

#### **Section 15.3. Internal Bureau Postings.**

When a vacancy is to be filled, a supervisor in Communications is to notify the employees of the same classification of the available position, shift, and days off. All bargaining unit employees who have completed their field training period are to be given the opportunity to bid on the vacant position. The position shall be awarded to the senior qualified employee responding to the posting and no other criteria shall apply to this internal posting procedure.

The internal bureau posting procedure is an informal process designed to give shift assignment options to current employees without hindering the hiring process. The procedure can be accomplished in a variety of ways. A list can be used where employees initial their interest or disinterest in the position. The entire process should conclude within five (5) days.

In the event the vacancy remains unfilled for a continuous period of six (6) months from the date of the office wide posting the vacancy must again be posted internally.

Bargaining unit members may test for the Communication Technician Supervisor position as often as the test is administered. In order to be eligible to sit for the test, a Comm. Tech must meet the minimum classification requirements. The member must pass the test with a minimum score of seventy percent (70%) in order to be considered for any subsequent phase of the promotion process.

The Sheriff reserves the right to promote from within or hire an outside candidate who passes the Comm. Tech Supervisor examination, as long as the outside candidate meets the minimum classification requirements. The outside candidate must pass the test with a minimum score of seventy percent (70%) in order to be considered for any subsequent phase of the promotion process.

#### **Section 15.4. Posting of Office Wide Vacancies.**

When an Office wide vacancy is to be filled, the Sheriff or his designee will post the vacancy in the Office Bulletin so as to allow members the time period identified in the posting to request consideration for the assignment. The office wide posting shall include the classification of the assignment, the shift, the primary location of the assignment, and any specialized requirements of the assignment. Nothing in this Article prohibits the Sheriff from accepting applications for employment and/or interviewing and rating applicants for employment at any time.

After the office-wide posting has occurred it can be filled by any of the following: (1) management assignment during the hiring process, (2) bidding by members upon successful completion of field training and/or (3) assignment by supervision.

#### **Section 15.5. Positions Outside of the Bargaining Unit.**

Members who wish to apply for a vacant position outside of this bargaining unit which has been posted in the Office Bulletin shall deliver an IOC in response to the posting to Human Resources to be time-stamped within the time period identified in the posting.

#### **Section 15.6. Temporary Transfers.**

A temporary transfer may be made to temporarily fill an assignment. When an employee is to be transferred to another shift, a supervisor shall solicit volunteers for the transfer before the transfer is made. If no comm. tech volunteers, a qualified comm. tech with the least amount of seniority from a shift that is able to sustain the loss of a Communication Technician shall be selected for transfer. When there is a need to transfer a dispatch supervisor to another shift the Lieutenant will request a volunteer. If none of the dispatch supervisors volunteers the lieutenant may require a dispatch supervisor to transfer where they are needed.

If the employee is transferred to a position of a higher base pay rate as set by this agreement and holds that position for three (3) days or more, the employee shall be paid at that higher base pay rate for the entire period.

No temporary transfer for comm. techs shall exceed thirty (30) days in length in any twelve (12) month period and shall not exceed ninety (90) days in length in any twelve (12) month period for dispatch supervisors, except where a temporary transfer is made for the period during which a member performs light duty work within his classification because of his disability. Any extension of a temporary transfer beyond the thirty (30) day or ninety (90) period set forth herein requires mutual agreement between the lieutenant and the employee. Upon the conclusion of the temporary transfer, the member shall be returned to his previously held assignment.

## ARTICLE 16 PROBATIONARY PERIODS

### Section 16.1. Length of Probationary Period.

- A. Newly Hired or Newly Assigned. Every newly hired or newly assigned employee in the Comm. Tech and/or Comm. Tech Supervisor classifications will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee earns compensation from the Sheriff and continue for a period of one (1) year. An employee who has transferred from another unit in the Sheriff's Office who does not successfully complete this probationary period will be transferred to a previous or similar assignment subject to funding and approval to fill vacancies. A newly hired probationary employee may be removed at any time during the employee's new hire probationary period without cause.
- B. Supervisor Probation. Every employee newly promoted to the Comm. Tech Supervisor classification shall serve a promotional probation period beginning on the first day for which the employee earns compensation from the Sheriff in that classification and continue for a period of one (1) year.

If a Comm. Tech Supervisor who was promoted from the classification of Comm. Tech and who was previously employed by the Sheriff's Office just prior to the promotion to supervisor fails to perform satisfactorily during this probationary period the employee may return to the Comm. Tech classification. The employee will return to a shift where there is a vacancy. In cases where there is no vacancy, the employee will be assigned a shift and may bid on a vacancy when a vacancy occurs. A Comm. Tech Supervisor who has not previously completed a one (1) year probationary period at the Sheriff's Office must request that the Sheriff retain him/her as a Comm. Tech. If retained, the employee will be subject to a one (1) year probationary period as a Comm. Tech from the date they are compensated as a Comm. Tech.

### **Section 16.2. Transfers for Probationary Employees**

Probationary Patrol Communication Technicians who transfer to a Sheriff's Office position outside of this bargaining unit and who do not successfully complete their probationary period in the new classification, are not entitled to automatically return to the Patrol Communication Technician classification. In order for an employee who had not previously completed the probationary period for a Patrol Comm. Tech to return to the classification the employee must successfully bid to an office-wide vacancy in the Communications Center or re-apply through the normal hiring processes. If the employee returns to a Communication Technician position, they must complete the remainder of their initial probationary period.

### **Section 16.3 Transfers for Non-Probationary Employees.**

Non-probationary Patrol Communication Technicians who transfer to Sheriff's Office positions outside of this bargaining unit and who do not successfully complete their probationary period in the new classification, will be transferred back to the Communications Center and into an available Patrol Communication Technician position. If no vacancy exists, the employee will be temporarily assigned to Communications and will be placed where operational needs dictate until a Patrol Communication Technician position is vacated and is open for bid.

When a member transfers to a classification that is not the Patrol Comm. Tech classification and subsequently returns to the Patrol Comm. Tech classification after an absence of more than eighteen (18) months the member must successfully complete a new probationary period of six (6) months to retain the position. This six (6) month period will be treated the same as an initial probationary period.

### **Section 16.4. Overtime.**

A newly hired or newly assigned probationary Comm. Tech during their training program shall not be eligible to work overtime.

## **ARTICLE 17 LABOR/MANAGEMENT MEETINGS**

The Sheriff and the Union agree to meet at such times as necessary, upon mutual agreement, to discuss this Agreement as well as any terms or conditions of employment. Included as a legitimate item for discussion in these meetings shall be the concerns and suggestions of the bargaining unit members regarding conditions of equipment and employee job safety. In order that subjects may be adequately addressed, issues to be on the agenda for Labor/Management meetings are to be mutually agreed upon three (3) days in advance of the meeting. Issues which are the subject of a pending grievance are not to be addressed in Labor/Management meetings. It is the intention of the parties

hereto that such individuals as may be knowledgeable regarding items to be discussed in such meetings may be in attendance, but normally no more than three (3) members from the Dispatcher unit and up to two (2) from the Supervisor unit. One Labor Council staff representative may attend.

**ARTICLE 18  
WAGES**

**Section 18.1. Wage Increases.**

For the 2013 calendar year both units will receive a 0% wage raise.

Comm. Techs:

Commencing with the first pay period in January, 2014 the wage steps indicated below will be implemented for Comm. Techs:

|             | <b>STEP 1</b><br>0 to 12 months<br>OR<br>Probation | <b>STEP 2</b><br>After 12<br>completed months | <b>STEP 3</b><br>After 3<br>completed years | <b>STEP 4</b><br>After 5<br>completed years |
|-------------|--|---|---|---|
| <b>2014</b> | \$18.69  | \$19.19                                       | \$19.66                                     | \$20.68                                     |
| <b>2015</b> | \$18.92  | \$19.43                                       | \$19.91                                     | \$20.94                                     |

Commencing with the first pay period in January, 2015 the Comm. Techs shall receive a wage rate increment of one and one-quarter (1.25%) as reflected in the wage scale above.

Comm. Tech Supervisors:

On the first day of the first full pay period of 2014, the post-probationary wage will be twenty-five dollars (\$25.00). As of the first day of the first full pay period of 2014, the probationary wage will be twenty-three dollars and fifty cents (\$23.50).

For 2015 the pay rate shall increase by one and one-quarter (1.25) percent.

|             | <b>Probationary<br/>Supervisor</b> | <b>Post-Probationary<br/>Supervisor</b> |
|-------------|------------------------------------|---|
| <b>2014</b> | \$23.50                            | \$25.00                                 |
| <b>2015</b> | \$23.79                            | \$25.31                                 |

**Section 18.2. Shift Differential.**

- A. Shift Differential Pay Rate. Shift differential is hereby established as \$.65 (cents) per hour.
- B. Eligibility. Shift differential pay shall be provided for any eight (8) hour workday for which the majority of hours occur after 3:00 p.m. and prior to 7:00 a.m. In the event a bargaining unit member is assigned temporarily to a shift where shift differential is applicable that member shall receive shift differential for those hours worked as described above.
- C. Method of Payment. Shift differential pay shall be paid only for actual hours worked during an eight (8) hour workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this Article, and authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstances.

**Section 18.3. Service Credit.**

Bargaining unit members shall receive, in addition to other pay called for herein, service credit adjustments based upon the following table:

\$375.00 for 5 years of continuous service

\$75.00 for each additional year of service

For purposes of this article, employees will be eligible for service credit payment based on service attained as of November 30 of each calendar year.

Payment of service credit shall be made to eligible members in a lump sum, in a separate check, and will be issued no later than the first regular pay day in December of each calendar year. Upon separation of employment, members who are eligible for service credit under this Section (or in the event of death, the surviving spouse or domestic partner or secondly the estate) will be paid as part of the member's termination pay the final partial year of service credit, pro-rated to the number of pay periods completed during said partial year since the member's last payment date. For the purposes of this Section, continuous service shall include any approved FMLA or military leave.

If an employee has not been in a paid status (has been on leave without pay or absent without leave for 80 hours during a pay period), the service credit payment will be reduced by one twenty-sixth (1/26) of the total amount due for each such pay period. This provision does not apply to an employee who is on FMLA leave or military leave, or is receiving temporary total disability compensation as a result of a work-related injury.

#### **Section 18.4. Training Compensation.**

For each four (4) hour shift that a Comm. Tech is assigned to train a new employee, the Comm. Tech shall receive one-half (1/2) hour of compensatory time. However, this compensatory time will not be granted if the member serves less than five (5) hours in the training capacity or if the member works less than a full shift as a result of their own leave or absence from duty.

### **ARTICLE 19 STANDARD WORKWEEK, OVERTIME, AND COMPENSATORY TIME**

#### **Section 19.1. Definition.**

The standard workweek shall consist of forty (40) hours. The salary and wages described in this agreement are based upon an average workweek of forty (40) hours and a work year of two thousand and eighty (2,080) hours.

#### **Section 19.2. Overtime.**

Bargaining unit members shall be paid overtime at a rate of one and one-half (1½) times their hourly wage rate for hours in excess of forty (40) hours in paid status in a workweek.

#### **Section 19.3. Compensatory Time.**

At the request of the employee, the employee may accumulate up to one hundred twenty (120) hours of compensatory time off in lieu of overtime pay. Compensatory time shall accumulate at the applicable overtime rate. Compensation for compensatory hours taken shall be at the employee's applicable rate of pay. While the employee may earn more than one hundred twenty (120) hours of compensatory time during a year, the employee may not accumulate a balance of more than one hundred twenty (120) hours of compensatory time. Compensatory time accumulation shall carry over from year to year, except that an employee shall be paid out for up to forty (40) hours of his or her accumulation in September of each year by submitting a request to the Sheriff for such payout between August 1st and August 15th of the same year. There are no time limits for prior submission of compensatory time off requests, subject to supervisory approval.

#### **Section 19.4. Mandatory Overtime.**

Supervisors will attempt to limit the amount of mandatory overtime required on consecutive days for any individual Comm. Tech or Comm. Tech supervisor. The primary cause of the need for overtime is employee absence, both scheduled (for which supervisors can plan and offer overtime in advance on a voluntary basis) and unplanned when employees call off (for which supervisors cannot plan and may require mandatory overtime to have adequate coverage).

When there is a need for overtime due to the absence of a Comm. Tech., it shall voluntarily be filled by a member in the Comm. Tech classification. If no Comm. Tech volunteers to fill the need for overtime, then a Comm. Tech will be mandated to work the overtime.

Comm. Tech supervisors may not fill a need for overtime in place of Comm. Tech except in extenuating circumstances, at the sole discretion of the Sheriff or designee.

Except in extenuating circumstances, at the sole discretion of the Sheriff or designee, a Comm. Tech may not fill-in for, nor fill a need for overtime, in the Comm. Tech Supervisor Classification.

### **Section 19.5 Day Trade**

Employees within the same classification shall be permitted to request a day trade in cooperation with one other employee. When the two employees mutually agree to adjust their schedules between themselves, it shall be done within the same pay period. The day trade shall only be done with the prior approval of the shift supervisors of the affected employees and the radio room lieutenant. Once the employees who are involved in the day trade have made their mutual agreement and the radio room lieutenant has approved it, each employee is obligated to fulfill his or her part of the agreement as if he or she had been originally assigned to work that time.

### **Section 19.6 Court Time**

Bargaining unit members who are required to make job-related court appearances during off-duty hours shall be paid at time and one-half (1½) the employee's applicable rate of pay. The member shall be paid a minimum of three (3) hours at the member's applicable rate of pay when required to report for a court appearance during off-duty hours. However, if the scheduled start time for the court appearance is less than three (3) hours before the member's regularly scheduled work hours, the three (3) hour minimum shall not apply and the member shall be paid only for the number of hours between the two times (For example, a 3:00 p.m. to 11:00 p.m. Comm. Tech who has a 1:00 p.m. court appearance on a regular work day would be compensated for no more than two (2) hours at time and one-half (1½) pay for the court appearance). When a member must be in court on a day off or while on approved leave other than sick leave, the member shall be compensated at the double time rate for a minimum of three (3) hours. The double time provision of this Section shall not apply when the employee requests and is approved for leave for a court date after being notified of a projected court appearance. Court time does not apply to court appearances for personal matters or for matters not required by the member's duties as a Franklin County Patrol Comm. Tech.

Bargaining unit members who are required to appear at a hearing or a meeting for job-related reasons by the Employer or a prosecutor during off-duty hours shall be paid at

time and one half (1½) the employee's applicable rate of pay for all time spent in that hearing or meeting.

## **ARTICLE 20 LEAVES OF ABSENCE**

### **Section 20.1. Military Leave.**

The Sheriff will comply with all appropriate laws relating to the employment rights of bargaining unit members in military service.

### **Section 20.2. Maternity Leave.**

Female bargaining unit members, who do not qualify for FMLA, shall be entitled to a leave of absence for maternity purposes. Such leave shall not exceed twelve weeks and can either be taken as unpaid leave or paid leave through the use of sick leave or vacation leave, at the discretion of the bargaining unit member. The female bargaining unit member shall make application for such leave at least three (3) months before the anticipated delivery date as certified by her attending physician. The leave shall commence as recommended by said physician's certificate. At least seven (7) days before returning to work, the female bargaining unit member shall present a certificate from her physician stating that she is able to return to work without any physical limitations. If the female bargaining unit member is not physically able to return to work after the expiration of the three (3) months of maternity leave, she may use sick leave or vacation leave, if available, or she may be placed on unpaid medical leave or disability leave. Male members, who do not qualify for FMLA, shall be granted up to two (2) weeks paternity leave to be drawn against accrued sick leave.

### **Section 20.3. Unpaid Leave.**

An employee may, at the Sheriff's discretion, be granted an unpaid leave for any reason for a duration of up to six (6) months. An employee shall not be granted an unpaid leave for purposes of securing full-time employment with another employer.

### **Section 20.4. Retention of Seniority.**

Unless on military leave or leave that qualifies under the FMLA, time spent on any authorized or unauthorized unpaid leaves of absence provided for in this contract shall not be counted in determining seniority. Such leave shall constitute a partial break in service, and seniority and service credit dates shall be adjusted as addressed in Article 3 of this Agreement.

**ARTICLE 21**  
**VACATION LEAVE**

**Section 21.1. Vacation Accrual.**

All bargaining unit members shall be entitled to accrue annual vacation leave according to the following schedule:

- A. After service of one (1) year, shall have earned and will be due upon attainment of the first year of employment, eighty (80) hours of vacation leave with full pay;
- B. After service of five (5) years, shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay;
- C. After service of ten (10) years, shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay;
- D. After service of fifteen (15) years, shall have earned and is entitled to one hundred eighty (180) hours of vacation leave with full pay;
- E. After service of twenty (20) years, shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.

After completion of one year (1) of service, annual vacation leave shall accrue to the employee at the appropriate rate each pay period. Accrual is earned by service in paid status each pay period. Service in paid status beyond eighty (80) hours in a pay period will not result in additional vacation leave accrual. Vacation leave is available for use under established qualifications in the amount documented as accrued on the employee's most recently issued pay stub.

**Section 21.2. Vacation Incentive for Non-Use of Sick Leave.**

All bargaining unit members shall be entitled to an additional eight (8) hours of vacation leave with full pay for every quarter (January-March, April-June, July-September, October-December) of the calendar year in which sick leave is not used. Usage of sick leave of up to four (4) hours for one (1) documented medical examination, usage of sick leave of up to two (2) hours for one (1) documented eye examination, and usage of sick leave of up to two (2) hours each for two (2) documented dental examinations per year will not be counted as used sick leave for purposes of receiving the eight (8) hours of vacation credit. For purposes of determining if an employee qualifies for this vacation incentive only, FMLA sick leave, leave without pay, and AWOL shall be considered the same as used sick leave.

### **Section 21.3. Prior Service Credit.**

Employees hired before January 1, 1995, who were previously employed by the Sheriff or by any political subdivision of the State of Ohio, are entitled to have prior service with these agencies counted as service with the Sheriff for the purpose of computing vacation leave. Employees hired on or after January 1, 1995 shall only have prior service with the Sheriff and other Franklin County Departments counted for the purpose of computing vacation leave entitlement.

### **Section 21.4. Scheduling Vacation Leave.**

Annual vacation leave shall be taken at such time as the Sheriff directs and is subject to his administrative discretion. All vacation leaves must be requested and authorized on a form designated by the Sheriff. Each member shall be granted one (1) primary time off request that may include any combination of accrued vacation, personal or compensatory leave, on the basis of seniority. This time off request is to be submitted by January 31 of the year of the request.

If time off is available after primary time off requests have been approved, each member shall be granted one secondary time off request which may include any combination of accrued vacation, personal or compensatory leave, on the basis of seniority. Such request is to be submitted between February 1 and February 28 of the year of the request. All secondary time off requests will be limited to eighty (80) hours of time off.

Leave requests submitted under this section for which the employee will not have sufficient accrued balance at the time it would be used shall be denied.

### **Section 21.5 Vacation Leave Payout.**

This payout provision applies to a member, who has completed five (5) years of service and, as of October 30 of each year has accrued but unused vacation hours in excess of two (2) times their annual accrual of vacation leave. Such a member may make written application to the Finance Office between November 1<sup>st</sup> and November 30<sup>th</sup> of each year of this agreement to cash in no more than forty (40) hours in excess of two (2) times their annual accrual of vacation leave. The written application shall be time-stamped in order of receipt. Provided that funding is available, the payout shall be made to the members in the order that the applications were received. It shall be paid no later than when the check is issued for the second pay period in January of the year following such request. The payout will be made at the member's hourly rate of pay at the time of payout.

### **Section 21.6. Separation Payout.**

Upon separation of employment for any reason, payment for accrued but unused vacation leave and compensatory time shall be made at the member's applicable rate of pay at the time of separation.

**Section 21.7. Survivor Benefit.**

In the event of a bargaining unit member's death while employed by the Sheriff, any accrued but unused vacation for which the member was eligible to be compensated, will be paid at the member's applicable rate of pay at the time of death to the surviving spouse or domestic partner or secondly to the estate of the member.

**Section 21.8. Substitution of Vacation Leave for Sick Leave.**

Unless requested in advance and approved subject to the administrative discretion of the Sheriff, vacation leave may not be used to cover a sick mark-off, unless the mark-off qualifies under the FMLA as a serious health condition.

**Section 21.9. Maximum Accrual.**

Vacation leave may be accrued up to, but not beyond three (3) times the employee's maximum annual accrual.

**ARTICLE 22  
SICK LEAVE**

**Section 22.1. Sick Leave Entitlement and Accrual.**

Bargaining unit members shall be entitled to sick leave pay as provided herein:

- A. Employees shall earn sick leave at the rate of 4.6 hours for eighty (80) or more hours while on active pay status in any pay period. The time credit is strictly proportionate to the hours in paid status in each pay period up to the 4.6 hour limitation for any pay period. Sick leave is available for use under established qualifications up to the amount documented as accrued on the employee's most recently issued pay stub.
- B. Employees may elect, at the time of retirement or resignation from active service with the Sheriff, and with at least eight (8) but less than eighteen (18) years of service with the Sheriff, the State, or any political subdivisions or any combinations thereof, to be paid in cash for all, or a designated part, of their accrued but unused sick leave credit, paid at twenty-five percent (25%) of the employee's base rate of pay.
- C. Employees with eighteen (18) or more years of service with the Sheriff, the State, any political subdivision, or any combination thereof, and with accumulated sick balance, may elect, at the time of resignation or retirement from active service with the Sheriff, to be paid in cash for all, or a designated part, of their accrued but unused sick leave credit, paid at fifty percent (50%) of the employee's base rate of pay.

- D. Sick payment shall be based on the employee's applicable rate of pay at the time of retirement, resignation or death, and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.
- E. Such accrued sick leave pay out shall be made only once to any employee.
- F. There will be no annual sick leave cash in.
- G. If an employee with such prior service has received a pay out from his or her previous public employer for accrued but unused sick leave hours, no sick leave credit will be given to the employee by the Sheriff for such prior service.
- H. If an employee of the Sheriff dies while in active pay status, any accrued sick leave due his or her credit shall be paid to the surviving spouse or domestic partner or secondly the estate of the member. Such payment shall be computed as specified above.

**Section 22.2. Uses of Sick Leave.**

Sick leave shall be granted to a bargaining unit member only upon approval of the Sheriff and for the following reasons:

- A. Illness or injury of the bargaining unit member or a member of his immediate family. (In case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified.)
- B. Medical, dental, or optical examination or treatment of a bargaining unit member or a member of his immediate family.
- C. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the bargaining unit member or when, through exposure to a contagious disease, the presence of the bargaining unit member at his job would jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto.
- E. Bereavement leave may be supplemented with sick leave upon the death of a parent, child, spouse, domestic partner, domestic partner's child or sibling. Two (2) days of sick leave may be used to supplement bereavement leave when an employee attends an out-of-state funeral of any family member.
- F. Immediate family for purposes of sick leave use shall be defined to include spouse, domestic partner, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law,

legal guardian or person who stands in the place of a parent (in loco parentis), and any current step children of the employee.

**Section 22.3. Bereavement Leave.**

Upon the death of a parent, child, spouse, domestic partner or sibling of a bargaining unit member, that member shall be granted leave with pay of up to forty (40) hours to attend the funeral of such immediate family member. Upon the death an employee's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or person who stands in the place of a parent (in loco parentis), domestic partner's child and any current step children, the employee shall be granted leave with pay of up to twenty-four (24) work hours to attend the funeral of such immediate family member. Upon the death of an aunt or uncle of the bargaining unit member, the employee shall be granted leave with pay of one (1) work day to attend the funeral. Such time will not be deducted from sick leave accrual.

**Section 22.4. Sick Leave Charge.**

Sick leave pay shall be charged at the rate of one-quarter ( $\frac{1}{4}$ ) hour for each one-quarter ( $\frac{1}{4}$ ) hour of regularly scheduled work from which a bargaining unit member is absent.

**Section 22.5. Sick Leave Eligibility.**

Eligibility for sick leave pay shall begin after a sick leave balance appears on the member's pay check.

**Section 22.6. Sick Leave Abuse.**

Except as provided under the FMLA Article of this Agreement, an employee who is in AWOL status because his or her sick leave balance has expired is in sick leave abuse status and is subject to disciplinary action. For purposes of determining a sick mark off for sick leave abuse under this section only, a sick leave mark off will be when a person fails to report for work or departs work sick but does not have sufficient sick leave for the absence.

**Section 22.7. Marking Off Sick on a Holiday.**

When an employee scheduled to work on an observed holiday marks off sick, such mark off shall be considered a sick mark off and the employee shall be ineligible for the vacation incentive for the period.

**Section 22.8. Medical Documentation.**

Each employee is allowed three (3) separate personal sick mark offs and three (3) separate family sick mark offs, if applicable, per year without submitting supporting medical documentation. Upon return to work from each subsequent sick mark off,

employees must provide their supervisor a signed medical professional's document justifying the reason for the mark off. Failure to submit this documentation will result in the person being marked leave without pay for each day the employee was absent from work. This documentation is not required to justify an absence on a day in which the employee departs work because of illness.

#### **Section 22.9. Leave Donation Program.**

It is recognized that occasions may arise where an employee exhausts all of his or her paid leave time due to a serious illness or injury of the employee or to the employee's immediate family member. In order to allow such an employee to continue on active service for a prolonged period, this Leave Donation Program is established whereby employees may voluntarily donate accrued but unused sick leave or vacation leave to a County employee in need.

- A. Definition. A serious illness or injury is one that is life threatening, generally requires surgery, has a prolonged recovery period, involves multiple serious injuries, or serious mental illness.
  
- B. Donation. A member's eligibility for donations from the Leave Donation Program is to be established by a four-member Leave Bank committee composed of the Sheriff, or his designee, the Director of Administrative Services, and two (2) Sheriff's employees recommended by the Chief Associate, or his or her designee. Qualifications for donation established by the Committee shall include the following provisions:
  - 1. Leave may be donated upon call of the Committee. The Committee shall call for donations when an employee's request for use is approved or when necessary to maintain a sufficient balance of hours for an employee who is using the Program.
  - 2. Employees donating time shall do so in increments of four (4) hours on a form supplied by the Human Resources Office.
  - 3. Once time is donated to the Leave Donation Program, the donation is irrevocable and shall not be re-credited to the donating employee unless used by the employee as a result of his or her participation in the Leave Donation Program.
  
- C. Application. To qualify for leave donation:
  - 1. An employee shall direct a written request for use to the Director of Management Services. The employee shall describe the circumstances of the serious illness or injury prompting the request.

2. The applicant may be required by the Committee to have the attending physician(s) submit a letter to assist the Committee in its consideration of the request.
- D. Qualification. The Committee shall review the request to determine if the illness or injury qualifies as being serious and meets all other qualifications.
1. The Committee shall also review any applicant's past record of sick time usage prior to approving use of the Program. Any past record of such time abuse shall result in the denial of the application.
  2. The Committee, by majority vote, shall, after investigation of the request, decide whether an employee's application shall be approved and shall specify a maximum number of hours authorized for use by the employee, not to exceed two thousand, eighty (2,080) hours, if such hours are available from the Program. The Sheriff reserves the right to break any tie vote of the committee as to approval of an employee's application. The Committee's decision shall be final and binding, with no appeal therefrom to the grievance procedure.
- E. An employee using the Program shall return to duty as soon as the medical condition justifying the use allows his or her return to duty. Failure to do so shall cause the Leave Bank Donations to cease.
- F. If an employee does not use the total number of hours authorized for use, any unused hours shall be transferred back to the Program Bank.
- G. If an employee who has received donated leave does not use any donated leave for a period of sixty (60) days, such unused donated leave shall be transferred back to the Program.
- H. For purposes of this Section only, immediate family is defined as an employee's parent, spouse, domestic partner, child, sibling or person who stands in place of a parent (*in loco parentis*).

## ARTICLE 23 PERSONAL LEAVE

### Section 23.1. Personal Leave Credit.

Members shall be credited with twenty-four (24) hours of personal leave each year beginning the first day of the member's base pay period. Requests to use personal leave shall be submitted for approval on a form designated by the Sheriff at least forty-eight (48) hours in advance of the request date, except in the case of an emergency. Members may use personal leave for absence due to any matter of a personal nature. Further, bargaining unit members, who have an accumulated sick leave balance of one hundred

twenty (120) or more hours as of the last full pay period of the calendar year, will be entitled, at their option, to convert twenty-four (24) hours of previously earned sick leave to sixteen (16) hours of personal leave. If this conversion option is exercised by the member, such conversion shall be declared by the member prior to January 31st of the calendar year.

**Section 23.2. Use.**

When personal leave is used, it shall be deducted from the unused balance of the member's personal leave on the basis of one (1) hour for every hour of absence. Compensation for such leave shall be equal to the member's base rate of pay.

**Section 23.3. Carry Forward.**

Employees hired after June 30th of each year may carry forward up to eight (8) hours of personal leave from their first partial year of employment to the next year. The maximum possible accrual in this instance is thirty-two (32) hours. No other carry forward of personal leave from year to year is permitted.

**Section 23.4. No Cash Conversion.**

Conversion to cash of unused personal leave shall not be permitted upon separation from service with the Employer.

**Section 23.5. New Employees.**

New members, hired subsequent to the base pay period, shall be credited with twenty-four (24) hours of personal leave, less nine-tenths (0.9) of an hour for each pay period that has elapsed following the base pay period until the first day of the pay period during which the hiring was effective.

**Section 23.6. Separation from Service.**

Employees who separate from service and have used personal leave during the year shall receive a reduction of personal leave credit of nine-tenths (0.9) of an hour for each pay period following the date of separation until the pay period preceding the next base pay period. If the reduction results in a number of hours less than zero (0), the cash equivalent value of such number of hours shall be deducted from any compensation that remains credited to the employee.

**ARTICLE 24**  
**FAMILY AND MEDICAL LEAVE ACT POLICY**

Eligible members are afforded up to twelve (12) workweeks of Family and Medical Leave which is fully addressed in the FMLA Administrative Regulation and in compliance with the Family Medical Leave Act.

**ARTICLE 25**  
**HOLIDAYS**

**Section 25.1. Paid holidays.**

Bargaining unit members are entitled to observe as holidays those dates: specified in Section 124.19 of the Ohio Revised Code and celebrated on those dates as specified by the Board of County Commissioners at the beginning of each calendar year.

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Section 25.2. Holidays Falling on Weekend or Days Off.**

When a holiday falls on the first day of the member's regularly scheduled days off, it shall be celebrated on the preceding day and when a holiday falls on the second day of a member's regularly scheduled days off, it shall be celebrated on the following day, except that at the time of a shift change which necessitates more than two (2) days off, a holiday which falls on either of the first two (2) days shall be celebrated on the last previous workday and a holiday which falls on any other day of such days off shall be celebrated on the next subsequent workday.

**Section 25.3. Celebrating Holidays.**

For purposes of celebrating holidays, holiday time shall apply to the tour of duty beginning on the date celebrated as a holiday. Members assigned to the 11:00 p.m. - 7:00 a.m. tour of duty shall celebrate the holiday on the tour of duty beginning at 11:00 p.m. of the day preceding the day celebrated as a holiday.

#### **Section 25.4. Holiday Pay.**

When a member works a day celebrated as a holiday, the employee shall be paid the rate of time and one-half (1½) his or her regular rate of pay, and said compensation shall be in addition to the regular holiday pay. For all time worked in excess of eight (8) hours on such holiday, the rate of compensation shall be two and one-half (2½) times the applicable rate of pay. An employee who is not in a paid status on the day preceding or the day following a holiday will not receive holiday pay if the employee does not work the holiday.

Upon submission of a written request to the uniformed supervisor no later than seventy-two (72) hours in advance of a holiday, an employee may request approval to take another day during the same pay period as the employee's holiday. If the change does not result in an additional cost to the employer at the time of the written approval by the uniformed supervisor, the employee may celebrate his or her holiday on the day requested rather than the day scheduled in Section 25.1. Such written request may not be approved if submitted more than three (3) weeks in advance of the holiday being addressed.

### **ARTICLE 26 TUITION REIMBURSEMENT**

#### **Section 26.1. Reimbursement Program.**

Each bargaining unit member shall be eligible, upon approval of the Sheriff, for a reimbursement of all tuition costs in courses of instruction voluntarily undertaken or required of him, provided the courses are work related. For Patrol Comm. Techs, work related courses would include those that enhance communications (e.g., Spanish, English, speech), crisis intervention or computer skills. Any member requesting to attend a school, seminar or training academy must submit to the Sheriff the following for approval:

- A. A letter stating the name of the institution to be attended;
- B. The length and time of the class or course;
- C. The subject matter of the class or course and how it is related to the member's job description; and
- D. The cost of the class or course.

This letter is to be sent to the Sheriff at least thirty (30) days in advance of the beginning date of the class or course. If the Sheriff approves such attendance, a letter of approval shall be provided as soon as possible. Every attempt should be made to obtain outside funding before seeking reimbursement from the Office. Only educational courses that

directly benefit the member in his or her Office duties will be taken under consideration by the Sheriff. Reimbursement is limited to a maximum of one hundred seventy-five (\$175.00) dollars per quarter hour or two hundred fifty (\$250.00) dollars per semester hour up to a maximum of three thousand (\$3,000.00) per calendar year. Upon completion of the approved course by the member, a letter of verification from the institution shall be necessary to show successful completion of said course. Successful completion shall require a grade of pass (pass/fail courses), 2.00 or higher, or "C" or better.

If a member's employment with the Sheriff's Office terminates, unless from death or forced resignation as a consequence of disability, the member shall reimburse the Sheriff's Office for any tuition reimbursement received through this Article for a period of twenty-four (24) months prior to the date of termination. Failure to promptly reimburse the Sheriff's Office will result in legal action for recovery.

#### **Section 26.2. Educational Leave.**

At the Sheriff's discretion, employees with five (5) or more years of service may be granted educational leave. When approved for educational leave an employee may be allowed time off from his or her position without loss of pay for the purpose of taking a job related course or educational training at an educational institution. Paid educational leave may not exceed ten (10) hours per week. Any approved time off beyond the ten (10) hours would be from the employee's accrued vacation leave, personal leave, comp time, or authorized leave without pay. Educational leave will not be approved for peace officer training. Education leave will not be granted for courses approved for tuition reimbursement or POTC courses. An employee on education leave may not receive leave donation.

#### **Section 26.3. Advance Payment.**

Bargaining unit members may request advance payment of seminar costs directly by the office to the entity conducting the course or class. A member may request advance payment of travel and lodging expenses by the office by submitting a Request for Authorization to Travel on County Business.

#### **Section 26.4. Professional Development.**

Each year, five thousand dollars (\$5,000.00) will be allotted for expenses related to development and presentation of in-house training seminars related to public safety dispatching issues for members and/or for members to attend external public safety dispatching training seminars.

**ARTICLE 27**  
**HEALTH INSURANCE/LIFE INSURANCE BENEFITS**

The Union agrees to accept the County's medical benefits plan provided to other County employees under the direct auspices of the Franklin County Board of Commissioners during the term of this Agreement in a manner consistent with the other provisions of this Article. Any changes implemented in the overall County plan will also be applied to bargaining unit employees eligible for health insurance benefits. Any changes in the overall County plan design will be discussed prior to implementation with the Joint Benefits Committee and the Fraternal Order of Police/Ohio Labor Council.

Effective April 1, 2013, employees will pay an amount not to exceed \$110 a month towards the health insurance premium to cover themselves and any child(ren) they may have. Effective April 1, 2013, employees who choose to cover their spouse will pay an amount not to exceed \$230 a month towards the health insurance premium.

Effective April 1, 2014, employees will pay an amount not to exceed \$125 per month towards the health insurance for employees to cover themselves and any child(ren) they may have and an amount not to exceed \$250 per month towards health insurance for employees who choose to cover their spouse.

Effective April 1, 2015, employees will pay an amount not to exceed \$135 per month to cover themselves and any child(ren) they may have and \$270 per month towards health insurance for employees who choose to cover their spouse.

The Sheriff shall provide, through the County Commissioners, and pay the premiums for individual life insurance coverage with a death benefit at the current level. The plan will only be modified if the County's life insurance is modified, and the Union will be given prior notice and upon request by the Union a county representative will meet with the Union and explain the changes in the plan.

All employees who work less than thirty (30) hours per week on a regular basis will not be eligible for County medical or life insurance benefits.

All employee contributions paid by the employee will be paid for under IRS Chapter 125 on a pre-tax basis in accordance with the rules set forth by the IRS.

**ARTICLE 28**  
**EMPLOYEE ASSISTANCE PROGRAM**

The Sheriff shall provide the services of a psychologist for counseling of members and/or members' families (spouse and unmarried children under the age of eighteen who are actually residing in the same household). Such services shall be provided through a county selected provider, unless the Sheriff directly contracts with a provider for such services. Such services shall be provided by and/or coordinated through the designated

Employee Assistance Program. All services shall be confidential in accordance with the Federal Law and Regulations. The program shall be provided in accordance with the following "Policy Statement".

### **Section 28.1. Policy Statement.**

The Sheriff and the Ohio Labor Council (Union) jointly believe that it is in the best interest of the Sheriff's Office, the Union, the employee, the employee's family and the community to provide an Employee Assistance Program which would assist the employee with a wide range of problems which are encountered and in many cases not directly associated with one's job functions, but can affect his/her performance. In most instances, the employee will overcome such personal problems independently and the effect on the job performance will be negligible. In other instances normal supervisory assistance will serve either as motivation or guidance by which such problems can be resolved. In some cases, however, neither the efforts of the employee nor the supervisor have the desired effect of resolving the employee's problems, and unsatisfactory performance prevails.

The Sheriff and the Union recognize that almost any human problem can be successfully treated provided that it is identified in its early stages and is referred to an appropriate area of professional care. This applies to physical illness, mental or emotional illness, financial, family, marital or employment stress, alcoholism, drug abuse, legal problems or other problematic human concerns.

When an employee's job performance or attendance is unsatisfactory and he/she is unable to correct the situation either alone or with normal supervisory assistance, it is an indication that there may be a cause outside the realm of employment responsibilities which is the basis of the problems. Therefore, it is the policy of the Sheriff to assure that:

- A. Employees who have problems which they feel may affect their performance will be encouraged to voluntarily seek information concerning the employee service on a confidential basis by contacting the designated Employee Assistance Program (EAP).
- B. Employees will receive careful consideration and an offer of assistance to help resolve such problems in an effective and confidential manner.
- C. Problems causing unsatisfactory job performance will be handled in a forthright manner through established community resources, following administrative procedures. EAP records will be confidential and not a part of any employee record.
- D. In instances where it is necessary, sick leave shall be granted for treatment or rehabilitation on the same basis as is granted for accepted health problems.

- E. Job, future and reputation will not be jeopardized by utilizing this employee service.
- F. Employee participation in this program will be on a voluntary basis.
- G. Participants in this program will be expected to meet job performance standards and established work rules within the framework of the existing Agreement between the Sheriff and the Union.
- H. Nothing in this policy shall be construed as delegating to others the management and direction of employees or the right of management to take disciplinary measures as defined by the collective bargaining agreement between the Sheriff and the Union.

**Section 28.2. Procedures.**

- A. Employees are encouraged to voluntarily seek assistance through the Employee Assistance Program when they believe a personal problem or problems of a family member poses a threat to their job performance or personal well being.
- B. When there is a recognized job performance problem or the employee shares with the supervisor or Union representative a personal problem that appears to be serious, the supervisor or Union representative should suggest that the employee contact the Employee Assistance Program. If the employee needs help in making the contact, the supervisor or Union representative should offer to facilitate the process to make access to the program as easy as possible for the employee.
- C. Among other functions, supervisory personnel are responsible for assuring that assigned work is produced by those employees for whom they have responsibility. Monitoring and evaluating job performance is an essential part of the objective. Since the personal problems of the employees can hinder that objective, the role of supervision in the Employee Assistance Program is very important.
- D. If the supervisor believes that an employee's personal problems may be contributing to unsatisfactory performance, the following steps shall be taken:
  - 1. Using the existing record keeping systems, have documented examples of changes in performance, with specific data regarding dates, places and events when possible.
  - 2. Refrain from diagnosing the nature of personal problems adversely affecting performance and attendance, and refrain from recommending specific solutions other than referral to the Employee Assistance Program for evaluation of the situation. Diagnosis, assessment and referral for specific care are the responsibility of qualified professionals.

3. When in doubt as to whether the cause of unsatisfactory performance is due to a personal problem, utilize the Employee Assistance Program for assessment and referral.
4. Have a discussion with the employee to review performance. A recommendation should be made that the employee utilize the Employee Assistance Program and, in the presence of the employee, an appointment should be made.
5. Be sensitive to the employee's needs while the employee is using the program, and participate as needed in the continuing recovery plan.

## **ARTICLE 29 NO STRIKE/NO LOCKOUT**

### **Section 29.1. No Lockout.**

The Sheriff agrees not to cause, permit, or engage in any lockout of the employees during the term of the Agreement.

### **Section 29.2. No Strike.**

The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit or engage in picketing, a sit down, a strike, a boycott, a stand in, a slow down, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Sheriff's business, including but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work of the Sheriff's business or operation.

### **Section 29.3. Grievance Procedure.**

The Sheriff and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances, arising under the terms of this Agreement. It is the desire of the Union and the Sheriff to avoid strikes and work stoppages and any and all other conduct set forth above in Section 2 of this Article.

### **Section 29.4. Disciplinary Action.**

In the event that any employee or group of employees engages in any of the conduct described above in Section 2 during the term of this Agreement, the Sheriff has the right to discipline with just cause, up to and including discharge, any employee who engages or participates in such activities. Such disciplinary action shall be subject to appeal under Article 6 Grievance Procedure.

### **Section 29.5. Union Activity.**

The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 2 of the Article. Should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including but not limited to promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

## **ARTICLE 30 CONTRACTING OUT**

### **Section 30.1. Policy.**

It is not the intention of the Sheriff to contract out work for unlawful reasons. However, the Sheriff reserves the right to contract out any work he deems necessary or desirable in his sole discretion to achieve greater efficiency, economy, programmatic benefits or other factors.

### **Section 30.2. Application.**

Within five (5) working days of the date the Sheriff asks County Purchasing to seek requests for proposals to contract for a function or service which would cause bargaining unit employees to be laid off, the Sheriff will provide notice to the Union of such action.

The Sheriff, or his designee, will meet with the Union prior to contracting out the work to discuss the effects of contracting out the work.

### **Section 30.3. Notice.**

Should the Sheriff decide to contract out work performed by employees covered by this Agreement, employees so affected shall be given no less than a thirty (30) day notice of the effective date that their employment with the Sheriff will be terminated.

## **ARTICLE 31 UNIFORMS**

### **Section 31.1. Initial Issue.**

New Patrol Comm. Techs will be provided with five (5) prescribed shirts or blouses and one (1) prescribed sweater or sweatshirt at no cost to the employee. In addition, the new employee will be allowed to submit an Auditor Expense Report requesting reimbursement in an amount not to exceed one hundred dollars (\$100.00) for the purchase of black dress, casual or cargo pants. To qualify for the reimbursement, the new

employee must submit an Auditor Expense Report which documents the clothing items purchased and the amount paid for each item along with original qualifying receipts for the purchase of the black pants. The receipts must bear the date of purchase, the item purchased, the amount of the item purchased, and the name of the supplier.

### **Section 31.2. Uniform Replacement.**

- A. Each member required to wear a uniform shall be annually credited with a uniform replacement allowance in the amount of seventy-five dollars (\$75.00) for the purchase of prescribed uniform items only. Such credit shall be placed with a qualified vendor and may only be used by the employee for the purchase of prescribed civilian uniform shirts, sweatshirts or sweaters. Patrol Comm. Techs hired during the first six (6) months of the year will not be provided with a replacement credit for the remainder of the calendar year. Patrol Comm. Techs hired during the second half of the calendar year shall not receive a uniform replacement credit for the remainder of the year as well as the following calendar year. If replacement is needed during these early periods of employment for whatever reason, the cost shall be paid by the employee.
  
- B. Members, who have been employed at least eight (8) months and worked at least one thousand two hundred and fifty (1250) hours in the twelve month period preceding April 1<sup>st</sup>, may submit original receipts for reimbursement in an amount not to exceed seventy-five dollars (\$75.00) for the purchase of black dress, casual or cargo pants. To qualify for the reimbursement, the member must submit an Auditor Expense Report which documents the clothing items purchased and the amount paid for each item along with original qualifying receipts for the purchase of the black pants. The receipts must bear the date of purchase, the item purchased, the amount of the item purchased, and the name of the supplier. Required documentation must be submitted between April 1<sup>st</sup> and April 15<sup>th</sup>. Reimbursement will not be made for pants purchased more than twelve (12) months preceding April 1<sup>st</sup> of the year the IOC is submitted.

### **Section 31.3. Wearing Uniforms.**

Patrol Comm. Techs who have been issued uniform items shall wear the uniform in compliance with the Sheriff's regulations. Business casual civilian attire may be worn at work on Fridays and all holidays recognized by the County, subject to the charitable donation requirement. (For example, Christmas Day would be from 11:00 PM on December 24<sup>th</sup> to 11:00 PM on December 25<sup>th</sup>.)

## **ARTICLE 32 PARKING**

The Sheriff shall provide parking at the Sheriff's parking lot on Mound Street at no charge to all bargaining unit members. Bargaining unit members agree to waive any

claims of vandalism, theft, property damage, or related claims against the Franklin County Sheriff or Franklin County Commissioners, or related entities, as a result of parking their automobiles at the Mound Street location. Bargaining unit members also agree to provide the towing company monitoring the Mound Street lot with their license plate numbers to avoid having their vehicle towed from that location.

Bargaining unit members currently parking at the garage attached to 410 S. High Street parking garage (a.k.a. the County Commissioners Garage) will continue to have the option of retaining their parking passes and will pay the amount of the current rate for second and third shift passes at their own cost.

Employees, who park in this garage and do not already have a parking pass for this parking garage, will be entitled to the use of a parking token when beginning or ending overtime at 3:00 a.m. or 7:00 p.m. to cover the expense of parking in this garage.

### **ARTICLE 33 NEGOTIATIONS COMMITTEE**

#### **Section 33.1. Union Negotiating Team.**

The employer agrees to allow up to three (3) bargaining unit members from the Comm. Tech unit to serve on the bargaining unit negotiating team. The employer agrees to allow one (1) member from the Supervisor unit to serve on the negotiation team as the primary and one (1) member to serve as an alternate in the absence of the primary. These members will be chosen by members of their respective units. These members along with a representative from the Fraternal Order of Police, Ohio Labor Council shall serve as the bargaining team during negotiations with the Sheriff. The Union shall notify the Sheriff in writing the names and shift assignments of the committee.

#### **Section 33.2. Release from Duty.**

All committee members shall be released from duty and be carried as being on special assignment on the days that negotiations are scheduled between the Sheriff and the Union. If the negotiation session is less than a full day the committee member may be required to work the remainder of the day or submit a request for the use of vacation or compensatory time for the remainder of the day.

### **ARTICLE 34 DURATION**

This Agreement shall be effective from January 1, 2013 and ending at the conclusion of the pay period that includes January 1, 2016. If either party desires to modify or amend this agreement, that party shall give notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) days prior to the expiration

date of this agreement. Such notice shall be pursuant to rules of the State Employment Relations Board (O.A.C. 4117-09-2) unless extended by mutual agreement.

## Signatures

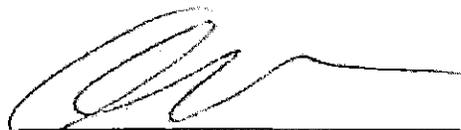
For Franklin County:



---

Zach Scott, Sheriff

For FOP/OLC:



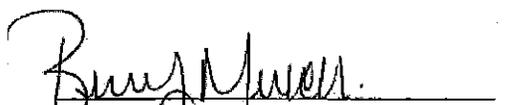
---

Andrea H. Johan, Staff Representative



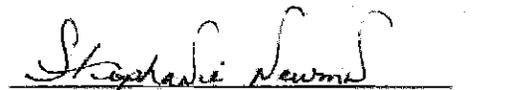
---

Kim Rawls, Patrol Comm. Tech.



---

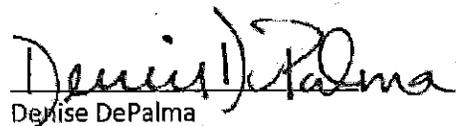
Renee Munch, Patrol Comm. Tech. Sup.



---

Stephanie Newman, Patrol Comm. Tech. Sup.

Approved as to form:



---

Denise DePalma  
Assistant Prosecuting Attorney  
Franklin County