



10-21-14
13-CON-01-0749
0749-01
K31307

CONTRACT

BETWEEN

FRANKLIN COUNTY SHERIFF'S OFFICE



AND THE

FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE #9



JANUARY 1, 2013 -DECEMBER 31, 2015

TABLE OF CONTENTS

	<u>PAGE NO.</u>
ARTICLE 1. AGREEMENT	1
Section 1.1 Agreement	1
Section 1.2 Purpose Clause	1
Section 1.3 Legal References	1
Section 1.4 Sanctity of Agreement	2
Section 1.5 Past Practice	2
Section 1.6 Probationary Employees	2
ARTICLE 2. RECOGNITION	3
Section 2.1 Recognition	3
Section 2.2 Bargaining Unit	3
ARTICLE 3. LODGE SECURITY	3
Section 3.1 Dues Deduction	3
Section 3.2 Fair Share	3
Section 3.3 Bulletin Boards	5
Section 3.4 Ballot Boxes	5
Section 3.5 Bargaining Unit Meetings	5
Section 3.6 Use of Intra-Office Mails	5
Section 3.7 Lodge Business	6
Section 3.8 Sheriff's Office Roster	7
Section 3.9 Grievance Liaison Representatives	7
Section 3.10 Grievance Liaison Chairman	8
Section 3.11 Negotiations Committee	9
Section 3.12 Delegates	10
Section 3.13 Lodge Official	10
Section 3.14 Contracting Out	11
Section 3.15 Legislation	11
Section 3.16 Release Time Documentation	11
ARTICLE 4. NONDISCRIMINATION	12
Section 4.1 Joint Pledge	12
Section 4.2 Lodge Pledge	12
Section 4.3 Employer Pledge	12
Section 4.4 Reference to Gender	12
ARTICLE 5. GRIEVANCE PROCEDURE	12
Section 5.1 Grievance Defined	12
Section 5.2 Qualifications	12
Section 5.3 Jurisdiction	13
Section 5.4 Grievance Procedure	13
Section 5.5 Grievance Representatives	18
Section 5.6 Time Limits	18
Section 5.7 Representatives in Meetings	19
Section 5.8 Grievance Form	19
Section 5.9 Nondiscrimination	19
ARTICLE 6. INTERNAL AFFAIRS AND EEO INVESTIGATIONS	19

ARTICLE 7. CORRECTIVE ACTIONS AND RECORDS	22
Section 7.1 Rights	22
Section 7.2 Discipline for Cause/Disparate Treatment	22
Section 7.3 Pre-Disciplinary Hearings	23
Section 7.4 Actions of Record	24
Section 7.5 Progressive Action	24
Section 7.6 Documented Oral/Written Reprimands	25
Section 7.7 Duration of Records	26
Section 7.8 Performance Evaluations	27
Section 7.9 Review of Personnel Files	27
Section 7.10 Inaccurate Documents	28
Section 7.11 Work Rules	28
Section 7.12 Interoffice Correspondence	28
Section 7.13 Citizen Complaints	29
ARTICLE 8. SENIORITY RIGHTS, LAYOFFS, AND RECALL	29
Section 8.1 Lay Off/Job Abolishment	29
Section 8.2 Recall	30
Section 8.3 Classification	30
ARTICLE 9. ASSIGNMENTS AND TRANSFERS	30
Section 9.1 Assignments	30
Section 9.2 Transfer and Vacancy Defined	31
Section 9.3 Posting of Vacancies	31
Section 9.4 Response to Posting	32
Section 9.5 Selection Criteria	32
Section 9.6 Mandatory FTO Programs	34
Section 9.7 Limitation on Transfers	36
Section 9.8 Temporary Transfers	36
Section 9.9 Administrative Assignment	37
Section 9.10 Employee Development Program	37
Section 9.11 Return from Disability Retirement of Disability Separation	39
ARTICLE 10. PROMOTIONS	39
Section 10.1 Qualifications	39
Section 10.2 Testing Procedure	40
Section 10.3 Promotion Procedures	41
Section 10.4 Study Materials	43
ARTICLE 11. LABOR/MANAGEMENT MEETINGS	43
Section 11.1 Labor/Management Meetings	43
Section 11.2 Agenda	44
Section 11.3 Attendance	44
ARTICLE 12. MANAGEMENT RIGHTS	44
Section 12.1 Management Rights	44
Section 12.2 Additional Rights and Limitations	45
Section 12.3 Conflict	45

ARTICLE 13. CLASSIFICATIONS	45
Section 13.1 Classifications	45
Section 13.2 Peace Officer Training Certification	45
ARTICLE 14. PAY PLAN	46
Section 14.1 Pay Ranges and Rates	46
Section 14.2 Pay Plan Administration	49
Section 14.3 Service Credit	50
Section 14.4 Pension Contribution (PERS-LE)	50
Section 14.5 Employer Pension Obligations	51
Section 14.6 Training and Experience Retention Credit	51
ARTICLE 15. SHIFT DIFFERENTIAL	51
Section 15.1 Shift Differential Pay Rate	51
Section 15.2 Eligibility	52
Section 15.3 Method of Payment	52
ARTICLE 16. UNIFORMS AND ALLOWANCES	52
Section 16.1 Standard Uniform Issuance	52
Section 16.2 Loss or Damage Reimbursement	58
Section 16.3 Uniform Allowance and Annual Issuance	59
Section 16.4 Cleaning for Uniformed Personnel	59
Section 16.5 Plain Clothes Allowance	60
Section 16.6 Cleaning for Plain Clothes Personnel	61
Section 16.7 Federal Income Tax	61
Section 16.8 Termination	62
ARTICLE 17. PROFESSIONAL DEVELOPMENT	62
Section 17.1 College Tuition Reimbursement Program	62
Section 17.2 Educational/Training Leave	63
Section 17.3 Required Training	64
Section 17.4 Training for Supervisors	64
Section 17.5 Field Training Officers	64
ARTICLE 18. STANDARD WORKWEEK AND OVERTIME	65
Section 18.1 Definition	65
Section 18.2 Overtime and Overtime Scheduling	65
Section 18.3 Court Time	66
Section 18.4 Change of Assignment	67
Section 18.5 K-9 Scheduling	67
Section 18.6 Shift Preparation/Roll Call	68
Section 18.7 Voluntary Overtime in Correctional Facilities	68
ARTICLE 19. HOLIDAYS	69
Section 19.1 Holidays	69
Section 19.2 Holidays Falling on Weekend or Days Off	70
Section 19.3 Holiday Time Off	70
Section 19.4 Celebrating Holidays	71
Section 19.5 Holiday Pay	71
ARTICLE 20. INJURY LEAVE	71
Section 20.1 Qualification, Reporting, and Procedures	71
Section 20.2 Coordination with Workers' Compensation	74

ARTICLE 21. VACATION LEAVE, PERSONAL LEAVE, COMP TIME AND MILITARY LEAVE	74
Section 21.1 Vacation Accrual	74
Section 21.2 Vacation Incentive for Non-Use of Sick Leave	74
Section 21.3 Prior Vacation Credit	75
Section 21.4 Scheduling Vacation Leave	75
Section 21.5 Vacation Leave Payout	75
Section 21.6 Personal Leave	76
Section 21.7 Compensatory Time	77
Section 21.8 Primary and Secondary Time Off Requests	78
Section 21.9 Separation Payout	79
Section 21.10 Survivor Benefit	79
Section 21.11 Subpoena Leave	79
Section 21.12 Military Leave	80
ARTICLE 22. SICK LEAVE	81
Section 22.1 Sick Leave Conversion and Entitlement	81
Section 22.2 Uses of Sick Leave	83
Section 22.3 Sick Leave Mark Off Statements	83
Section 22.4 Bereavement Leave	84
Section 22.5 Immediate Family Defined	85
Section 22.6 Sick Leave Charge	86
Section 22.7 Sick Leave Eligibility	86
Section 22.8 Extended Sick Leave	86
Section 22.9 Leave Donation Program	86
ARTICLE 23. FMLA LEAVE	88
ARTICLE 24. INSURANCE	89
Section 24.1 Health, Hospitalization, Surgical and Major Medical	89
Section 24.2 Personal Liability Insurance	90
Section 24.3 Dental Care Plan	90
Section 24.4 Vision Care Plan	90
Section 24.5 Life Insurance	91
Section 24.6 Employee Assistance Program	91
Section 24.7 Safety Clause	94
Section 24.8 Sanctity of Coverage	94
Section 24.9 Health and Physical Fitness Incentive Program	94
ARTICLE 25. DEFINITIONS	97
ARTICLE 26. DURATION	104
Section 26.1 Duration	104
Section 26.2 In Term Bargaining	104
Section 26.3 Enforceability of Agreement	105
SIGNATURE PAGE	106
APPENDIX (MOU'S AND SIDE LETTERS)	107

ARTICLE 1. AGREEMENT

Section 1.1 Agreement

This Agreement is made and entered into by and between the Franklin County Sheriff's Office (hereinafter referred to as the Employer), and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as the Lodge).

Section 1.2 Purpose Clause

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

Section 1.3 Legal References

- A. 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 Employer, bargaining unit members and the Lodge are subject to all applicable 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, the establishment of eligible lists from examinations and the original appointments from the eligible lists are not subjects of bargaining under this Agreement, except as provided in Article 10.
- B. 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 subject to the statutory dispute resolution procedure provided for in Section 4117.14 of the Ohio Revised Code.

Section 1.4 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.

Section 1.5 Past Practice

Any past practice, other than the use of a vehicle, that has been continuous, known and sanctioned by the Employer, but not contained in this Agreement, shall not be altered until and unless good faith negotiations, subject to the statutory dispute resolution procedure, between the Employer and the Lodge take place, whether or not agreement on the status of the alleged past practice is reached between the Employer and the Lodge. Any dispute regarding an alleged past practice not contained in this Agreement is not subject to the Grievance Procedure contained in this Agreement, except for failure to have good faith negotiations as contained in this Section.

Section 1.6. Probationary Employees

This Agreement does not negate or limit the provisions of Section 124.27 of the Ohio Revised Code as to probationary employees during their initial probationary period.

ARTICLE 2. RECOGNITION

Section 2.1 Recognition

The Employer recognizes the Lodge as the sole and exclusive representative for all employees included within the bargaining units described in Section 2 of this Article in any and all matters relating to wages, hours and other terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of any agreement between the parties, and the resolution of questions arising under this Agreement.

Section 2.2 Bargaining Unit

Pursuant to Section 4117.06 of the Ohio Revised Code, there are established two bargaining units within this Agreement. The first bargaining unit consists of all full-time sworn uniformed deputies of the Sheriff's Office who are below the rank of corporal. The second bargaining unit consists of all full-time sworn uniformed deputies of the Sheriff's Office who are of the rank of Corporal and above, except for the position of Sheriff, Chief Deputy, Colonel, and Major. Excluded from inclusion in either bargaining unit are all non-uniformed employees of the Sheriff's Office, which includes fiduciary appointments made by the Sheriff, and directly responsible to him pursuant to Section 124.11(A) (9) of the Ohio Revised Code, and any confidential employees as defined by Section 4117.01(J) of the Ohio Revised Code. Reference throughout this Agreement to bargaining unit members shall mean employees within both bargaining units, unless specified otherwise.

ARTICLE 3. LODGE SECURITY

Section 3.1 Dues Deduction

- A. Pursuant to Section 4117.09(B) of the Ohio Revised Code, the Employer agrees to deduct Lodge membership dues in the amount certified by the Lodge to the Employer, the first pay period of each month from the pay of any Lodge member requesting the same in writing. The Employer also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the Employer, the first pay period

of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member.

- B. All members shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the appropriate payroll clerk. The Employer agrees to furnish the Financial Secretary of the Lodge, 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.
- C. The Employer shall provide the Lodge with additional payroll deductions for the purpose of the Lodge providing additional member benefits. No payroll deductions shall be made for these benefits without prior written approval of the member.
- D. The Employer's obligation to make deductions shall terminate automatically upon a termination of employment or transfer of a member to a job classification outside any Lodge bargaining unit of the Sheriff's Office.
- E. The Lodge hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer in reliance upon the provisions of this Section.

Section 3.2 Fair Share

- A. Bargaining unit members who are not members of the Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. The amount of fair share fee shall be determined by the Lodge, but shall not exceed dues paid by the members of the Lodge who are in the bargaining units. Such fair share fee shall be certified by the Lodge to the Employer at such times during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of state and federal law.
- B. For the duration of this Agreement, such fair share fee shall be automatically deducted by the Employer from the payroll check of each bargaining unit member who is not a member of the Lodge. The automatic deduction shall be made in the first pay period of each month. The Employer agrees to furnish the Financial Secretary of the Lodge once

each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the bargaining unit members for whom said deductions were made.

- C. The automatic deductions shall be initiated by the Employer whenever a bargaining unit member who is not a member of the Lodge has completed his first sixty (60) days of employment.
- D. The Employer's obligation to make deductions shall terminate automatically upon a termination of employment or transfer of a member to a job classification outside any Lodge Bargaining unit of the Sheriff's Office.
- E. Any challenge initiated by a fair share fee payor or payors concerning the amount of the fair share fee and/or the responsibilities of the Lodge with respect to fair share fee payors shall not be subject to the grievance and arbitration procedures set forth in Article 5 of this Agreement.

Section 3.3 Bulletin Boards

The Lodge shall be permitted to construct, install and maintain a Lodge bulletin board in each Bureau and/or Facility in a mutually agreed upon location. Lodge bulletins and Lodge material only will be permitted to be posted on this board.

Section 3.4 Ballot Boxes

The Lodge 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 Lodge issues subject to ballot. Such ballot boxes shall be the property of the Lodge and neither the ballot boxes nor their contents shall be subject to the Employer's review. Further, the Lodge agrees to guard the ballot boxes and is solely responsible for their security.

Section 3.5 Bargaining Unit Meetings

- A. Upon prior approval of the Sheriff, the Lodge shall be permitted to hold meetings for all bargaining unit members at a location obtained by the Employer, providing such

location can be obtained at no cost. Prior approval by the Sheriff shall not be unreasonably denied. The lodge shall provide at least seventy-two (72) hours written notice prior to the time of the meeting, except in an emergency situation. Such notice shall contain a request for a suitable location, and the time and date of said meeting.

- B. The Employer agrees to hold the requested approved location open for use by the Lodge on the date and at the time specified in the Lodge's notification to the Sheriff. However, if it is not practicable for the Employer to provide the requested approved location to the Lodge, the Employer will so notify the Lodge. If an alternate meeting location is available, it shall be provided.

Section 3.6 Use of Intra-Office Mails

The Lodge shall be permitted to use the intra-office mail system for the purpose of providing information pertaining to Lodge business or bargaining unit representation to bargaining unit members. The Lodge agrees that the use of the intra-office mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. All mail placed into the mail system by the Lodge shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to the Employer's review.

Section 3.7 Lodge Business

Representatives of the Lodge shall, with prior notice to the Sheriff, be permitted to transact official Lodge business at employer work sites at all reasonable times, provided that this shall not interfere with nor interrupt normal Employer operations. A member shall not be required to advise a supervisor of the reason for contacting a representative, but if on duty must request approval of their supervisor to contact the representative. Such approval shall not be unreasonably denied.

Section 3.8 Sheriff's Office Roster

The Employer shall provide the Lodge, upon request, the seniority list, the continuous service list and/or the Sheriff's Office roster and any lists on file which discloses the following information: Full name, Home address, Date of Hire, Rank and date awarded an assignment/shift. It is understood that the Lodge shall not make such requests any more frequently than at thirty (30) day intervals. The Lodge shall only use the above information for Lodge purposes.

Section 3.9 Grievance Liaison Representatives

- A. The Lodge shall designate not more than sixteen (16) Grievance Liaison Representatives, one of whom shall be designated the Grievance Liaison Chairman, who shall be bargaining unit members. The Lodge shall select such representatives taking into consideration the following bargaining unit coverage:
- a. One Deputy from each shift at FCCC I
 - b. One Deputy from each shift at FCCC II
 - c. One Deputy from each shift at the patrol bureau
 - d. One Deputy from the detective bureau
 - e. One Deputy from court services
 - f. One Deputy from the civil division
 - g. One Corporal
 - h. One Sergeant
 - i. One Lieutenant

The Lodge shall notify the Sheriff, in writing, of the names of Grievance Liaison/Representatives within thirty (30) days of their appointment.

- B. Grievance Liaison Representatives. All grievance representatives shall be allowed to attend one grievance committee meeting biannually (every six (6) months). Each Grievance Liaison/ Representative shall be placed on special assignment for reasonable

time necessary to attend each biannual grievance committee meeting, but for not more than eight (8) hours. The Grievance Chairman shall notify the Sheriff and the Chief Deputies of the date and times of any biannual meeting at least fourteen (14) days prior to the meeting date.

Section 3.10 Grievance Liaison Chairman

- A. The parties recognize that the position of Lodge Grievance Liaison Chairman is established, both to aid the maintenance of this Agreement and to promote harmonious labor relations. Towards this end, the Grievance Liaison Chairman, and a named alternate who shall serve in the absence or unavailability of the Chairman, shall perform the following authorized functions:
1. Serve as an at-large grievance coordinator with responsibility for general supervision and coordination of the grievance process and of grievance representatives;
 2. Represent the Lodge in investigating and in processing grievances or in other matters which impact upon this agreement or the Lodge's role as exclusive representative;
 3. Replace a grievance representative who is absent or unavailable;
 4. Maintain the integrity and timeliness of the grievance procedure by such activities as providing advice and counsel to grievants and/or grievance representatives;
 5. Attend, as necessary, joint meetings of the parties relating to employment relations matters and/or grievances.
 6. Act as Liaison between the Lodge and the Employer relative to employment relations matters and/or grievances.
- B. The Grievance Liaison Chairman, or his alternate, when the Chairman is unavailable, shall be released from his regular assignment and placed on special assignment to participate in the aforementioned duties on a full time basis except as noted herein. The Chairman shall not be permitted to accrue overtime as a result of his release time to

the Lodge. He shall retain his regular assignment. In the event the Grievance Chairman's assignment is in a division other than Corrections, the vacancy created will be transferred to Corrections in order that the vacancy does not create a hardship on the smaller division. When the Chairman concludes his service, the position will be returned to the division of the Chairman's original assignment for the outgoing chairman to fill. Notwithstanding any of the foregoing, any work duties or required training performed by the Grievance Chairman shall be made through the Chairman's original assignment.

- C. Each January, every member shall donate 1.75 hours of vacation time to fund a Grievance Chair time bank. The Sheriff shall continue to allocate 832 hours per year to the Grievance Chair time bank. Members who do not have an accumulated vacation leave balance of 1.75 hours in January shall donate the hours upon accumulation. Members may also voluntarily donate accrued leave hours to the bank. These hours shall be used to fund release time, for the performance of the duties of Grievance Chair. Based upon the amount of hours being utilized by the chairman, he may be required to work sixteen (16) hours per month, to be scheduled through his immediate supervision in the division of his regular assignment.

Section 3.11 Negotiations Committee

- A. The Employer agrees to allow not more than six (6) bargaining unit members, selected by the Lodge, plus the Lodge President or his designee, and the Lodge attorney, to serve on the Lodges' negotiation committee singly representing both the non-supervisory and the supervisory bargaining units. Unless otherwise determined by the Lodge President, the Lodge's Negotiation Committee shall be comprised of three (3) members from each of the bargaining units. The Lodge shall notify the Employer of the names and normal shift schedules of the bargaining unit members selected for the negotiation committee prior to the first scheduled negotiation date.
- B. Negotiation Committee members will be allowed time off, not to exceed an aggregate of ninety-six (96) hours per member, from their regular assigned duties on special

assignment to prepare for negotiations. This time off may not be utilized until six (6) months before the expiration date of the Agreement.

- C. Provisions shall be made by the Employer so that the Lodge Negotiations Committee members, who would otherwise be on duty during any shift that day, shall be carried on special assignment for eight (8) hours on each day that such members participate in a negotiation session, either at the table or in caucus. However, if the lodge ceases negotiations without the consent of the employer, members shall be required to return to their regular work assignment within two (2) hours.

Section 3.12 Delegates

Duly elected or selected delegates or alternates to the State or National Conventions of the Fraternal Order of Police who are in bargaining units may be allowed reasonable time off duty to attend such functions. To the extent any such time is during such delegates' scheduled working hours, they shall be marked on special assignment for such attendance. Any Local, State or National Officer of the Fraternal Order of Police in one of the bargaining units shall also, upon prior approval by the Sheriff, be allowed reasonable time to attend any scheduled meetings of committees to which he is assigned, or conventions, and he shall be marked on special assignment for such attendance to the extent any such functions conflict with his scheduled duty hours. Each delegate shall submit an IOC to the Sheriff listing the meetings/workshops attended upon return to work, and signed by the highest Lodge official from the bargaining unit in attendance.

Section 3.13 Lodge Official

Members of the bargaining unit elected or appointed to a state or national position with the Lodge, or to a position with the Lodge, or to a position on the executive board of the Lodge shall be certified, in writing, to the Employer within thirty (30) days of the election or appointment. Any bargaining unit member elected or appointed to a State or National position with the Lodge, or to a position on the Executive Board of the Lodge shall be permitted sufficient time released from his normal duties and placed on special assignment, upon prior

notification to his supervisor, to perform the duties of the aforementioned Lodge positions and to attend Lodge general membership meetings and Lodge Executive Board meetings.

Section 3.14 Contracting Out

All work which is now, and any future work which may be performed by members of the bargaining units shall be performed only by members of the bargaining units in accordance with the provisions of this Agreement. No such work shall be contracted or subcontracted.

Section 3.15 Legislation

If, during the term of this Agreement, legislation is passed by either congress or the general assembly which would remove from the jurisdiction of the Sheriff any work performed by members of the bargaining units, the parties shall meet to negotiate the effect of such legislation on bargaining unit members. Such negotiations shall be subject to the statutory dispute resolution provisions of Section 4117.14 of the Revised Code.

Section 3.16 Release Time Documentation

Each bargaining unit member who is authorized release time under this Article, including, the Grievance Chairman, Lodge Committee members, and Lodge official, shall be required to submit leave requests for absences from their regular duties. Members absent for a period of time that includes a full pay period shall provide a time sheet to the Employer for each pay period, signed and dated, which verifies the total hours the member worked per week performing union duties.

ARTICLE 4. NONDISCRIMINATION

Section 4.1 Joint Pledge

The Employer and the Lodge shall not unlawfully discriminate against any member of the bargaining unit on the basis of the member's age, race, color, sex, religion, ancestry, marital status, national origin, political affiliation, military status, disability, sexual orientation or gender identity.

Section 4.2 Lodge Pledge

The Lodge, within the terms of its Constitution and By-Laws, agrees not to interfere with the desire of any member of the bargaining unit to become and remain a member of the Lodge. The Lodge 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 Employer Pledge

The Employer agrees not to discriminate against any member of the bargaining unit on the basis of his membership or non-membership in the Lodge, nor to discriminate, interfere with, restrain or coerce any member because of or regarding his activities as an officer or other representative of the Lodge.

Section 4.4 Reference to Gender

Any reference to the male gender in this Agreement shall be equally applicable to females.

ARTICLE 5. GRIEVANCE PROCEDURE

Section 5.1 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 5.2 Qualifications

A grievance can be initiated by the Lodge (Lodge grievance) or an aggrieved bargaining unit member (member grievance). Where a group of bargaining unit members desire (2 or more) to file a grievance involving a situation affecting each bargaining unit member in the same manner, the Lodge or the Grievance Chairman shall file a grievance (class action grievance) on behalf of all those affected. It is further agreed that any grievance not presented in writing at the appropriate commencement Step within twenty-one (21) calendar days from the date that the member or group of members or the Lodge first learned of grounds for the grievance shall be barred from further processing.

Section 5.3 Jurisdiction

Nothing in this Grievance Procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights, however, once the grieving party elects as his remedy the State Personnel Board of Review the State Employment Relations Board or other legal action, (and the selected body takes jurisdiction), he is thereafter denied the remedy of the Grievance Procedure provided herein.

Section 5.4 Grievance Procedure

The following steps are the implementation steps and procedures for handling grievances. A Lodge or class action grievance which affects more than one bureau shall bypass Step Two.

A. Step One - Preliminary Step

1. A member or group of members believing to have a grievance shall first contact his/their grievance representative or the Grievance Chairman and explain the grounds for which he/they claim to have a grievance. Before a grievance is placed in writing, it shall be screened by the grievance chairman or the appropriate alternate. After screening the grievance the Grievance Chairman or the appropriate alternate shall cause the grievance to be written. All grievances shall be submitted in writing on the prescribed grievance form agreed upon by

the parties and shall state, at a minimum, the facts giving rise to the grievance, the section(s) of the agreement that is/are believed to have been violated, the date the grievance is presented, and the specific relief requested by the grievant in order to resolve the grievance. In addition, the grievant or his representative may attach to the grievance copies of all correspondence or documentation that support the grievant's position.

B. Step Two - Division Commander

1. A member grievance, or Lodge and/or class action grievances affecting only one bureau shall be submitted in writing to the appropriate division commander's office within the twenty-one (21) calendar day time limit specified in section 5.2. The grievance form shall be date-stamped, accurately showing the date the division commander's office received the form.
2. Within ten (10) calendar days of his receipt of the grievance form, the Division Commander shall schedule and conduct a meeting to discuss the grievance with the designated Grievance Representative and the grievant(s).
3. At the conclusion of this oral discussion, and within the above ten (10) calendar day limit, the Division Commander shall affix his written response to the Grievance form, date and sign his response, and return one copy of it to the designated grievance representative. If the grievance is not referred to Step Three of the Procedure within ten (10) calendar days after the designated grievance representative's receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Three - Sheriff

1. Should the grieving party not be satisfied with the answer in Step Two, within ten (10) calendar days thereafter, the grievance may be appealed to this Step Three by delivering or having delivered a copy of the grievance form, containing the written responses at the prior Steps and any other pertinent documents, available at that time, to the Sheriff's Office. The Sheriff's Office shall date-

stamp the form, accurately showing the date the Sheriff's Office received the form.

- 1.1 Lodge and/or class action grievances affecting more than one bureau shall be submitted in writing to the Sheriff's Office within the twenty-one (21) calendar day time limit specified in section 5.2. The grievance form shall be date-stamped, accurately showing the date the Sheriff's Office received the form.
2. Within ten (10) calendar days of his receipt of the Grievance Form, the Sheriff or his designee (must be of the rank of Chief Deputy or Colonel reporting directly to the Sheriff) shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman, the designated grievance representative and the grievant (if a member grievance).
3. Within ten (10) calendar days of the meeting in this Step, the Sheriff's designee shall submit to the Sheriff a written response for his review.
4. Within ten (10) calendar days of receiving the designee's written response, the Sheriff shall submit to the Grievance Chairman and if a member grievance, the grievant, a written response. The Sheriff shall date and sign his response.

D. Step Four - Arbitration

1. If the parties are unable to satisfactorily resolve the grievance at Step Three of the Grievance Procedure, it may be appealed to arbitration. Such appeal, must be presented to the Sheriff's Office by the Lodge President or his designee in writing within fourteen (14) calendar days from receipt of the Sheriff's final response to the grievance at Step Three of the Grievance Procedure. Should the parties, within fourteen (14) days from the appeal, be unable to agree upon a mutually selected arbitrator, then the Federal Mediation Conciliation Service (FMCS) shall be requested to submit a panel of seven (7) qualified arbitrators from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel within fourteen (14) days, the parties shall strike names alternately with the parties' right to strike the first name to be determined by a

flip of a coin. All decisions reached by the arbitrator shall be final and binding on both parties.

2. Authority of Arbitrator The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and, if requested by either party, to submit post-hearing briefs. 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 Agreement, or any supplements or appendices thereto. If the arbitrator sustains a grievance, he must refer in his award to the provision or provisions of the Agreement which are violated. It is further agreed that no grievance shall be arbitrated together with any other grievance, except by mutual consent of the parties. The question of substantive or procedural arbitrability of a grievance shall be properly before an arbitrator and shall be raised by either party at the beginning of the arbitration hearing.
3. Arbitration Costs The costs of any proof produced at the direction of the arbitrator, the fees of the arbitrator and the rent, if any, for the hearing room shall be split equally by the parties.

Upon the parties' selection of an arbitrator, under Section (D) (1), above, the parties shall notify the arbitrator in writing of his selection.

If a grievance is settled prior to a scheduled arbitration hearing the parties shall be equally responsible for the cancellation fees, if any, of the arbitrator.

The expense of any non-employee witnesses shall be borne, if at all, by the party calling them. Additionally, the expenses of any employee of the Employer who is not on scheduled duty shall be borne, if at all, by the party calling them. The fees of a court reporter shall be paid by the party asking for one; however, such

fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without necessity of a subpoena, although either party may, if it so chooses, request that a subpoena for the employee be issued by the arbitrator.

The Employer shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and requested by either the Lodge or the Employer at the employee's applicable rate of pay, solely for the period of time it is necessary for him to attend and testify at the hearing.

Where practicable, an employee witness shall be placed on call for purposes of his attendance so that the Employer does not necessarily incur increased costs. It is agreed that any request for attendance shall be made in good faith and that the calling of an employee witness shall not unduly interfere with the operation of the Sheriff's Office.

4. Arbitrator's Finding All decisions reached by the arbitrator shall be final and binding. The arbitrator's decision and award will be in writing and will specifically state both the rationale for the decision as well as the finding and holding. Said decision shall be mailed to the Lodge President and the Sheriff, or their designee, within thirty (30) days from the date the record is closed. It is understood that the record is not closed until the parties have submitted post-hearing briefs, where such a request is made. The arbitrator's award and the arbitration proceedings identified in this Article are subject to the relevant provisions of Chapter 2711 of the Ohio Revised Code.

Section 5.5 Grievance Representatives

A Grievance Representative shall be allowed time off from regular duties with pay to investigate, comprise and process any grievance, for attendance at scheduled meetings under the Grievance Procedure and for attendance at internal investigation interviews and hearings. Should a grievance representative attend a meeting under the grievance procedure, an internal investigation interview or a hearing at times other than during the grievance representative's scheduled shift and/or work days, then the grievance representative may adjust his schedule to take time off from his next assigned shift or accrue compensatory time in an amount equal to the time in attendance at such meeting, interview or hearing. The minimum time of adjustment or accrual shall be at least one (1) hour. For grievance meetings, the grievant may adjust his schedule to take time off from his next assigned shift or accrue compensatory time in an amount equal to the time in attendance at such meeting. If said meetings are held outside of the member's duty hours, the adjusted or accrued time shall be for at least one (1) hour.

Compensatory time accrued pursuant to this section shall not be subject to the annual payout of compensatory time (i.e. shall not be cashed out on an annual basis) as provided in Section 21.7 of the Collective Bargaining Agreement.

Section 5.6. Time Limits

It is the Employer's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step the grievant and the Employer designated representative may mutually agree, at any Step, to short time extensions for the Employer or grieving party's answer, but any such agreement must be in writing and signed by both parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the Employer in full, and the Employer shall immediately implement the requested remedy.

Section 5.7 Representatives in Meetings

In each Step of the Grievance Procedure outlined in Section 5.4, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

Section 5.8 Grievance Form

The Employer and the Lodge shall jointly develop a Grievance Form. Such forms will be supplied by the Lodge. Copies of the completed form, including the action taken, will be distributed as provided in Section 4.

Section 5.9 Nondiscrimination

No member or official of the Lodge shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this procedure.

ARTICLE 6. INTERNAL AFFAIRS AND EEO INVESTIGATIONS

Section 6.1

Whenever a bargaining unit member is contacted by an Internal Affairs investigator, an Equal Employment Opportunity Officer (EEO) or a Supervisor, who has been requested to contact the member, concerning any Internal Affairs or EEO investigation, that member shall be provided in writing, on a form developed by the Employer, 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, to contact a Lodge Officer for the purpose of obtaining a Lodge representative, or an attorney

prior to being interviewed. If requested by the bargaining unit member, the Lodge 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(s) and the Internal Affairs or the EEO investigator may waive the seventy-two (72) hour time limit.

Section 6.2

Prior to any questioning, the bargaining unit 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. If requested, the Employer shall provide any documents required under O.R.C. Section 149.43 to the member and/or the Lodge representative or attorney prior to the interview.

Section 6.3

When a bargaining unit member is to be interviewed as a witness, 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 6.4

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 6.5

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 6.6

Any interrogation and/or interview, including polygraph examinations, of bargaining unit members shall be tape recorded by the Employer and/or the bargaining unit member at the request of either party. The bargaining unit member and/or his attorney 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 tape made of his interview, subsequent to that interview. If a transcript of the tape is made by the Employer, the bargaining unit member will be provided a copy of such transcript.

Section 6.7

Any evidence obtained in the course of an Internal Investigation through the use of administrative pressures shall not be admissible in any subsequent criminal action, E.E.O. hearing or pre-disciplinary hearing. However, it is not administrative pressure in an investigation relating to a E.E.O. or a pre-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 6.8

A bargaining unit member shall not be ordered to submit to a polygraph examination unless the complainant against him takes a polygraph examination, and the results of the complainant's polygraph examination support the complaint against the accused member. A member so ordered to submit to a polygraph shall be provided advanced notification of at least seventy-two (72) hours of the date, time and place of such examination. The examiner's interpretive results of the member's polygraph examination shall only be used to support or rebut other evidence; it shall not be used as basis for disciplinary action.

Section 6.9

When any anonymous complaint is made against a bargaining unit member and there is not corroborative evidence, then the complaint shall be classified as unfounded.

Section 6.10

After an accused bargaining unit member receives notice that the investigation is complete or to appear before a pre-disciplinary hearing officer, the member and his attorney, when one is involved shall be provided access to and, if requested, copies of transcripts records, written statements, video and audio tapes, and results of any polygraph examinations pertinent to the case. Such access will be provided upon written notice by the bargaining unit member or his attorney to the Employer. A request for a continuance for a reasonable amount of time to review the above reference material shall not be unreasonably denied.

Section 6.11

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 7. CORRECTIVE ACTIONS AND RECORDS

Section 7.1 Rights

Bargaining unit members shall have all rights and privileges under this Article as described in Article 6, Section 10.

Section 7.2 Discipline for Cause/Disparate Treatment

The purpose of discipline is to correct or modify the behavior of an employee, foster compliance with regulations, enhance operations, and provide for the safety of the public,

members, staff, and inmates. No bargaining unit members shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. There shall be no disciplinary reassignments except that a member who is subject to termination for just cause may elect, with the Sheriff's approval, to be reassigned in lieu of termination, to a vacant assignment in his classification which was not bid on or requested by another member. Discipline shall be similar in nature when the offense is of the same nature and severity. The member shall maintain his right to the grievance procedure if he contests just cause for such actions. No member shall be subjected to disparate disciplinary treatment, as defined in Article 25.

Section 7.3 Pre-Disciplinary Hearings

A pre-disciplinary hearing shall be conducted under current law, with one impartial hearing officer.

- A. A bargaining unit member who is charged, his attorney and/or a FOP representative, may make a written request for a continuance. Such request shall be granted where practical and reasonable. The length of such continuance shall be mutually agreed upon. Except under unusual circumstances, only one continuance shall be granted, not to exceed ten (10) calendar days.
- B. Prior to a pre-disciplinary hearing, the charged member shall receive from the Employer a written statement of all charges and specifications. At pre-disciplinary hearings, the charged member shall be allowed representation by a Lodge representative and/or attorney, and allowed to call witnesses material to the member's defense. Either party may tape record the hearing. Attendance at pre-disciplinary hearings is not required. As such, a member is not eligible for overtime or comp time for attending a pre-disciplinary hearing.
- C. The Sheriff or Acting Sheriff 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.
- D. Any pre-disciplinary hearing shall be conducted in conformity and in accordance with the procedures outlined in this Article and Section 10 of Article 6 (Internal

Investigations), with the attendant procedural rights to bargaining unit members outlined therein.

Section 7.4 Actions of Record

If at any time a supervisor has a reasonable belief that disciplinary action of record (documented oral reprimand, written reprimand, suspension, reduction, disciplinary reassignment or removal) will result from an action or omission on the part of a member, and issues a member a Record of Counseling Form, the member shall be advised in writing that such a disciplinary result is possible prior to any inquiry by the Employer. Any members so advised of possible disciplinary action shall be given a copy of the Record of Counseling Form and given a reasonable opportunity to contact a lodge representative and to have the representative accompany the member during any interview session. Nothing herein shall preclude the Division Commander from issuing disciplinary action based upon a review of reports submitted in the normal course of business.

- A. The Sheriff will not accept disciplinary matters for actions of officers that are in excess of thirty (30) working days old. It is the responsibility of the Division Commander to handle all matters of this nature brought to their attention within thirty (30) working days and to see that subordinates and they themselves expedite handling all paperwork dealing with discipline in the same time frame.
- B. If disciplinary action or inquiry is pending against a member, the Sheriff, his designee or Division commander, must impose the discipline or advise the member of the results of the investigation within thirty (30) days of their receipt of the disciplinary packet.

Section 7.5 Progressive Action

The principles of progressive disciplinary action will be followed with respect to offenses of misconduct. The progressive action will at least include a documented oral reprimand, a written reprimand, and suspension for the same or related offenses, prior to termination, except in cases for serious misconduct which require a more severe penalty to be imposed than that called for herein.

For purposes of progressive discipline, suspension shall include, but not be limited to, the reduction of a member's accrued vacation leave or compensatory time. Loss of seven (7), eight (8), nine (9) or ten (10) hours, whichever applies to the affected member, of accrued vacation leave or compensatory time shall be the equivalent of a one (1) day suspension. The reduction of accrued vacation hours or compensatory time, 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 fourteen (14) days. Only accrued vacation leave or compensatory time can be used in lieu of suspension. Determination of whether a member'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 member.

Section 7.6 Documented Oral/Written Reprimands

A supervisor, prior to requesting that a member receive a documented oral reprimand or a written reprimand, shall meet with the affected member. He shall review the circumstances and facts of an alleged misconduct, explaining what work rules or regulations were violated and how, and explain the conduct which would have been proper. He shall afford the member the opportunity to discuss this matter with the supervisor and to state any reasons that he may have in mitigation of his misconduct. After such discussion, if the supervisor still chooses to request a documented oral or written reprimand, a written report describing the misconduct shall be forwarded by the supervisor to the member's Division Commander. The report shall request that either a documented oral or written reprimand, whichever is appropriate, be issued to the member. The member, if he chooses to do so, may submit a report of his own to the Division Commander. The Division Commander, if he concurs with the supervisor's recommendation, shall issue the requested reprimand to the member and submit a copy to the Sheriff. Reprimands shall be maintained in the member's personnel file.

Section 7.7 Duration of Records

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

- A. In any case which an action of record is disaffirmed by the State Personnel Board of Review, State Employment Relations Board, arbitration, by a court of competent jurisdiction, or resolved through the grievance procedure, then such action of record shall be removed from the member's personnel file.
- B. Unsubstantiated or unproven allegations or complaints of misconduct made against a member shall not be considered in future action or considerations, and shall be marked as unfounded and placed in the limited access file.
- C. Documented oral reprimands shall not be used for any purpose, except where the employer is defending an EEO claim that has been made by a member, a former member or applicant against the employer if six (6) months have passed since the date of the incident for which such reprimand was issued, provided the member has no further related disciplinary action.
- D. Written reprimands shall not be used for any purpose, except where the employer is defending an EEO claim that has been made by a member, a former member or applicant against the employer if one (1) year has passed since the date of the incident for which such reprimand was given without further related disciplinary action.
- E. Suspensions of fifteen (15) days or less and disciplinary reassignments shall not be used for any purpose, except where the employer is defending an EEO claim that has been made by a member, a former member or applicant against the employer if two (2) years have passed since the date of the incident for which such suspension was given, provided that the member has had no further related disciplinary action during this period.
- F. Suspensions for periods of time greater than fifteen (15) days shall not be used for any purpose, except where the employer is defending an EEO claim that has been made by a member, a former member or an applicant against the employer if three (3) years have

passed since the date of the incident provided that the member has had no additional, similar disciplinary action during the period.

- G. Upon written request from the concerned member, the Employer shall remove any such reprimand or record of suspension from the Employer files after the respective validity period. Records removed from personnel files pursuant to this provision shall be maintained in a limited access file utilized only for administrative purposes or as requested pursuant to statutory requirements.
- H. The time period for consideration of disciplinary records for the purpose of Section 7.7 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.

Section 7.8 Performance Evaluations

A bargaining unit member's signature on any inspection card or 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 7.9 Review of Personnel Files

Employees shall have the right to inspect the contents of their personnel files during normal business hours, Monday through Friday. Any member may copy the documents in his file.

- A. An employee's personnel file shall only be available to the employer or its agents unless made available to others pursuant to court order or subpoena or the Ohio Public Records Law. Any person who inspects an employee's file pursuant to this Article shall be requested to sign a log indicating the date on which the file was reviewed. The Personnel Office shall notify the member that a request has been made to view or to make available their personnel file. Such notice will include the name of the person, when available, or court making the request.

- B. The Human Resources Office shall maintain one general access personnel file for each member.

Section 7.10 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 either remove the faulty document if the member's complaint is substantiated or attach the member's memorandum to the document in the file.

Section 7.11 Work Rules

The Employer agrees that, to the extent practicable, work rules, namely orders or directives issued by the Sheriff or a Bureau or Division Commander that affect the manner in which day-to-day operations are conducted, shall be reduced to writing and provided to all covered members in advance of their enforcement. If any work rule conflicts with the provisions of this Agreement, this Agreement shall be solely applicable, and the work rule shall have no force and effect. Any charge by a bargaining unit member that a work rule or General Order is in violation of this Agreement, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The Employer will provide the Grievance Chairman copies of any revised or new work rules which have been reduced to writing in accordance with this Section.

Section 7.12 Interoffice Correspondence

All interoffice correspondence (IOC) shall be forwarded through the chain-of-command to the individual addressed. Each Supervisor in the chain-of-command shall explain on the IOC what action was taken. When a member specifically requests on the IOC that a copy be returned to the member, then, immediately after reaching the addressee, a copy of the IOC with all Supervisory comments shall be returned to the member within thirty (30) working days from the date the IOC was submitted by the member.

Section 7.13 Citizen Complaints

Citizen complaints and complaints from other agencies directed toward bargaining unit members shall be immediately referred to the member's supervisor for investigation. If that supervisor is involved or named in the complaint, then the complaint shall be referred to another supervisor. A standard form will be used to record such complaints and all complaints will be reduced to writing. The form shall contain a section that sets forth the language of the Ohio Revised Code Section 2921.15. When an anonymous complaint is made against a member and there is no independent corroborating evidence, the complaint shall be classified as unfounded and the accused member shall not be required to submit a written response.

ARTICLE 8. SENIORITY RIGHTS, LAYOFFS, AND RECALL

Section 8.1 Lay Off/Job Abolishment

No layoff or job abolishment shall be effected except as necessitated by lack of work, lack of funds, or reorganization for purposes of efficiency. The Employer shall have the authority to determine which classification of the Sheriff's Office shall be affected by a layoff. The least senior non-supervisory bargaining unit member in length of seniority shall be first laid off, and any layoff thereafter shall be by inverse seniority. When a position in the supervisor bargaining unit is abolished, the incumbent shall be permitted to bump the least senior member in his rank, using Sheriff's Office seniority to determine seniority and this process of bumping shall continue in succession in any lower classification until the least senior non-supervisory bargaining unit member in length of Sheriff's Office seniority has been reached, who shall be laid off. A member shall be permitted to bump within the classification from which the member is laid off or within the classification series from which the member was laid off. The member may not bump members in a classification/classification series if the member does not meet the minimum qualifications of the classification.

Section 8.2 Recall

Should a position once abolished be recreated or reestablished within three (3) years from the date of abolishment or layoff, or should a vacancy of the same classification occur within three (3) years from the date of the abolishment of the position or layoff, the most senior full-time member in point of Sheriff's Office seniority of those laid off in the same classification shall first be entitled to the position. If any laid off member enters into active service of the armed forces, the period such members serves therein shall not be considered in the determination of the three (3) years stipulated as a maximum time within which reinstatement shall be made; such three (3) year period shall be computed exclusive of the time the member spent in the armed services.

Section 8.3 Classification These are the classifications to be used in layoffs and job abolishments:

- Deputy (POTC & NON-POTC)
- Corporal (POTC & NON-POTC)
- Sergeant (POTC & NON-POTC)
- Lieutenant
- Captain

ARTICLE 9. ASSIGNMENTS AND TRANSFERS

Section 9.1 Assignments

- A. Every bargaining unit member shall be given a regular assignment which includes a regularly assigned shift, regularly assigned facility for members in Corrections, regularly assigned consecutive days off and regularly assigned job duties. Assignment of days off within a shift shall be offered on the basis of seniority. Newly hired bargaining unit members shall be assigned to the Corrections Bureau initially. Members do not have bumping rights except as provided in Article 8.
- B. Members assigned to all Divisions, as defined in Article 25 (Definitions), shall bid on shift days off by seniority, as determined by their assignment and shift, during the period of

November 1 through November 30 of each year. Any changes in shift days off, as bid above, shall be effective the beginning of the first pay period following January. For purposes of this paragraph: "Assignment" shall mean current assignment based upon a member's most recent notice of transfer/assignment (excluding temporary transfers and members currently in FTO training status); and, "Shift" shall mean the member's regular duty hours with a deviation of starting time of no more than one (1) hour.

Section 9.2 Transfer and Vacancy Defined

A transfer is any change in a member's regular assignment, except days off. 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 termination, resignations, demotions and/or promotions.

Section 9.3 Posting of Vacancies

When a vacancy occurs or when the Sheriff receives written notice from a member that the member intends to vacate a position, the Sheriff or his designee will post the vacancy in the Sheriff's Bulletin so as to allow members in the rank of the posted vacancy at least eight (8) days to request consideration for the assignment. The posting shall include the rank of the assignment, the shift, the primary location of the assignment (to include facility for assignments in corrections), and any job related specialized requirements listed in the position description of the assignment. The Sheriff's Office will utilize County e-mail for the distribution of the Sheriff's Bulletin by emailing the Bulletin to all bargaining unit members. All bargaining unit members shall be given a County e-mail address and access to computers. Sheriff's Bulletins announcing job postings shall be posted outside of the Records Bureau and Human Resources. As a service to members, a notice of posted positions will be recorded on a telephone message system accessible on a twenty-four hour basis for the duration of the posting period. As there may be an error with the recording or technical problem with the telephone or the message system, such an occurrence shall not affect the integrity of the posting. The copy of the Bulletin posted outside Human Resources shall constitute the official notice of posting.

Section 9.4 Response to Posting

- A. Members who wish to apply for a posted vacancy shall deliver an Interoffice Correspondence (IOC) to the Human Resources Office to be time-stamped within eight (8) days of the posting. As an alternative to this method for applying for a posted vacancy, members may apply for a posted vacancy via e-mail to shrfbltn@franklincountyohio.gov before the close of the posting period. The posting period ends at 4:30 p.m. on the last day of the posting.
- B. Members shall submit a separate IOC for each posted vacancy that they wish to request.
- C. Members may only withdraw their request to fill a posted vacancy during the eight (8) day posting period. Once the posting is closed, such requests cannot be withdrawn; however, in the event that a member has applied for transfer to more than one posted vacant position at the close of a posting period, the member will have the option to elect to transfer to any of the vacant positions for which the member meets the requirements and is the most senior applicant.
- D. The posting period is not stayed nor extended for personnel who are absent during part or all of the posting period.
- E. Newly hired members assigned to the Corrections Division shall not be eligible to post for a position during the first half of their probationary period and shall be carried in a "training" status for that period.

Section 9.5 Selection Criteria

After the close of the posting period, and within a reasonable amount of time, the Sheriff shall select the most senior member to fill the vacancy from among members who timely request consideration and are not precluded for any of the following reasons:

- A. Any member who has received a suspension of more than three (3) days for an incident that occurred within the past twenty-four months shall not be selected to fill a vacancy. This subsection does not apply to shift-to-shift transfers within an assignment.
- B. Any member who has marked off sick and/or sickness-in-family more than eight (8) times in the past twelve (12) months other than on FMLA leave, not to include a mark

off of less than eight (8) hours for a medical appointment, shall not be selected to fill a vacancy.

- C. Any member who is currently on light duty status or on leave and cannot provide documentation verifying he will be back to work on full duty status within forty (40) days of the vacancy posting, unless the light duty restrictions of the member are not prohibitive from performing the required tasks of the assignment posted for, shall not be selected to fill a vacancy. Documentation verifying return to work on full duty status must be attached to the request for the posting when delivered to Human Resources.
- D. Any member who does not meet the following job-related special requirements included in the position description shall not be selected to fill a vacancy:

For any position that requires carrying a firearm: a valid Ohio Driver's license, current OPOTA certification and current firearms qualification; additionally, for K-9 and Weight Enforcement, particular physical requirements that the member must possess to perform the duties of the assignment; and, for Warrants and Extraditions assignments, the member must be willing and able to travel by air.

Nothing herein modifies the employer's right to change position descriptions in accordance with Article 25.

- E. Any member who is not in the same rank as identified in the notice of the posted vacancy shall not be selected to fill the vacancy, except that a member in a higher rank than the posted vacancy shall be eligible to be selected for the posted vacancy if he agrees to a demotion to the rank of the posted vacancy, if selected.
- F. If no member applies to fill a vacancy, or all who respond are precluded under this section from selection to fill a vacancy, the sheriff shall select the least senior member in the rank of the posted vacancy, provided that if there are job-related special requirements in the vacancy posting, the least senior member who meets these special requirements will be selected. No member shall be selected for a vacancy based upon being least senior more than once in any twelve (12) month period.

The member selected to fill the vacancy shall be transferred to the vacancy before fourteen (14) days have elapsed from the time of his selection for the vacancy, unless the member's transfer is held due to operational needs. Such a hold shall not exceed 60 days.

When the selected member is transferring from a 3rd shift assignment to a 1st shift assignment, the member's days off, for the 1st week of the new assignment only, shall be Monday and Sunday, unless the assignment's days off are Saturday/Sunday.

With respect to Training Academy assignments, the Sheriff has the full authority to determine any and all job-related special requirements for such assignments and such assignment shall be given to the most senior member timely requesting consideration for the assignment who meets those job-related special requirements and is otherwise qualified under this section.

For purposes of determining supervisory seniority under this Section, a member is entitled to one-half (1/2) credit added to their seniority in rank for all time the member was assigned to a position in the Division of the posted vacancy regardless of rank. For purposes of the ½ credit calculation, all time the member spent in an assignment in either the Patrol or Investigations Divisions shall count for determining supervisory seniority as time spent in either Division.

Section 9.6 Mandatory FTO Programs

Members transferring into assignments in the Patrol Bureau (K-9 unit, Road Patrol, Weight Enforcement, Environmental Enforcement, Accident Investigations) and Detective Bureau (excluding SORN), who have not previously successfully completed an FTO program in those assignments, must complete an FTO Program. This FTO program will be 180 days. The first 90 days of the program shall consist of 3 consecutive 30 day coaching phases in which the member

is evaluated by a different field training officer in each phase. The second 90 days of the program shall consist of a supervisory review period to evaluate the member's performance. If supervision recommends that the member be removed from the FTO program based on the member's performance, the Sheriff, based upon documentation regarding the member's performance, may exercise discretion to remove the member from the program. The member will be advised in writing of the reason for removal from the program. Such action by the Sheriff shall be subject to appeal solely through Step 3 of the Grievance Procedure set forth in Article 5 of this Agreement; however, such action is not subject to arbitration under Article 5. If a member fails to successfully complete the FTO program, the member shall be placed in any assignment within the same Division that the member held before being selected to fill the vacancy, and shall be given days off in accordance with their seniority until the next realignment of days off.

Members transferring into Warrant and Extraditions or the Civil Process Unit who have not previously successfully completed an FTO program in those assignments or in the Patrol Bureau or Detective Bureau, must complete a modified 90 day FTO program. If supervision recommends that the member be removed from the FTO program based on the member's performance, the Sheriff, based upon documentation regarding the member's performance, may exercise discretion to remove the member from the program. The member will be advised in writing of the reason for removal from the program. Such action by the Sheriff shall be subject to appeal solely through Step 3 of the Grievance Procedure set forth in Article 5 of this Agreement; however, such action is not subject to arbitration under Article 5. If a member fails to successfully complete the FTO program, the member shall be placed in any assignment within the same Division that the member held before being selected to fill the vacancy, and shall be given days off in accordance with their seniority until the next realignment of days off.

When a member leaves a position during the 90 or 180 day FTO periods as set forth above, the member is precluded from bidding for the same position for two (2) years from the date the member left the FTO program.

The study materials for testing of members during the FTO program shall be the most recent edition of *Legal Guide for Police, Constitutional Issues*. Members will be responsible for purchase of this book; however, additional materials that may be tested will be provided to the member at the beginning of the FTO program. The questions to be administered on the written test(s) given to any members during the FTO program shall be developed in advance with input and review from representatives of the Employer and the Lodge. The written test(s) may be given to members during any period(s) of the FTO program, with the expectation that the member must successfully pass the test before successfully completing the FTO program.

Section 9.7 Limitation on Transfers

Bargaining unit members shall be limited to two (2) intra-divisional and two (2) office wide transfers through job postings within a twelve (12) month period. However, members shall be limited to no more than a total of three (3) transfers within twelve (12) months.

Section 9.8 Temporary Transfers

A temporary transfer may be made to temporarily fill an assignment that is not a vacancy to be posted or for the period during which a member performs light duty. No member shall receive more than one (1) temporary transfer of ninety (90) days in length or two (2) temporary transfers of thirty (30) days in length in any twelve (12) month period, excluding temporary transfers for light duty, for the purpose of giving or receiving training at an academy or school, or covering for such members. The provisions of this section may be waived for reason, but only upon mutual agreement between the employer, the Lodge and the affected member. Upon conclusion of a temporary transfer, the member shall be returned to his previous assignment and days off. The Grievance Liaison Chairman shall be advised of any temporary transfer and the effective date, and the parties may review the status of current temporary transfers during the labor/management meetings.

Section 9.9 Administrative Assignment

The Sheriff shall place a notification in the Bulletin whenever one (1) or more of the below listed administrative assignments are to be filled. Members interested in such an assignment must submit an I.O.C. directly to the Sheriff requesting to be transferred.

1. Internal Affairs
2. Special Investigations Unit
3. Equal Employment Opportunity Officer
4. An aid of the rank of Sergeant or above for the administrative division.
5. Captains.
6. Emergency Operations Center/Property Room Officer
7. Community Relations/D.A.R.E./SRO

The purpose of this notification will be to establish a list of interested bargaining unit members from which the Sheriff shall select person(s) to fill the administrative assignment. At the conclusion of a member's administrative assignment, the member shall return to his previously held assignment unless he has been selected for a vacancy that was properly posted.

Section 9.10 Employee Development Program

The Employee Development Program may be utilized when a member's supervisor asserts and provides documentation to support that the member has a deficiency in his job performance characteristics that have not been remedied through counseling and job review. The member's supervisor must submit a request to utilize the Employee Development Program to his bureau commander. If the bureau commander concurs with the use of the program after review of all documentation, then the following steps shall be taken:

- A. A meeting shall be conducted by the bureau commander with the affected member, an F.O.P. Representative and the member's supervisor.
 1. During the meeting the affected member shall be advised of the exact nature of the job performance deficiency and the parties present shall review all supporting documentation.

2. During the meeting the parties shall develop reasonable, objective, measurable goals that the member should obtain, and document the same in writing.
- B. Every thirty (30) days the same parties shall meet to review the member's goals, discuss his progress and any continued deficiency. The progress and continued deficiency shall be documented in writing.
- C. Three (3) months from the date of the initial meeting the parties shall have a final meeting to review the progress of the member during the three (3) month program. At the conclusion of the meeting the bureau commander shall advise the member if they feel he has successfully completed the program or not.
1. If the bureau commander advises that the member has successfully completed the program, then a letter summarizing the program, meetings and final determination shall be placed in the member's personnel file to be removed one (1) year from the date of the final meeting. No other action shall be taken.
 2. If the bureau commander advises that the member has not successfully completed the program, a letter shall be sent to the Sheriff outlining the program, meetings and final determination. This letter shall be maintained in the member's personnel file for one (1) year from the date of issuance.
- D. Within thirty (30) days of receipt of the bureau commander's letter advising that the member has not successfully completed the program, the Sheriff may transfer the member under the following guidelines:
1. The initial transfer will be a temporary transfer to a position in the classification of the member that does not have the same job performance characteristics that the member is deficient in.
 2. While the member is on temporary transfer he must bid on a posted vacancy. The employer may post the assignment he was temporarily transferred to.
 3. For a period of one year commencing from the date of the member's temporary transfer, the member may not post to a position that has the same job performance characteristics as he was found to be deficient in.

- E. The member maintains the right to grievance and other procedural remedies in regards to any action taken under this section. No actions taken under this section are to be considered disciplinary in nature.
- F. This Section does not pertain to members in a probationary period.
- G. This Section does not apply to members in training in the mandatory FTO programs of Section 9.6 of this Article.

Section 9.11 Return from Disability Retirement or Disability Separation

When a member is authorized by the Ohio Public Employees Retirement System to return to duty, such member will be temporarily assigned to a vacant position in the classification that the member had when he or she qualified for disability retirement. While the member is on the temporary assignment, he or she must bid on a posted vacancy. The employer may post the assignment even though it is temporarily occupied. In the event that there is no vacant position in the classification when the member is eligible to return, such member shall be given a temporary assignment until a vacancy in that classification is posted.

ARTICLE 10. PROMOTIONS

Section 10.1 Qualifications

- A. No promotional appointments, excluding promotion to the rank of captain, shall be made except in accordance with the testing procedure set forth in this Article.
- B. To qualify and test for promotion to the classification of Corporal, the member must have a minimum five (5) years of continuous service in the classification of Deputy (NON-POTC) and/or Deputy (POTC).
- C. To qualify and test for promotion to the classification of Sergeant, the member must be in the classification of Corporal and have a minimum of two (2) years seniority in that classification.
- D. To qualify and test for promotion to the classification of Lieutenant, the member must be in the classification of Sergeant and have a minimum of two (2) years seniority in that classification.

- E. To qualify for promotion to the classification of Captain, the member must be in the classification of Sergeant or Lieutenant and shall be selected by the Sheriff at his sole discretion pursuant to Article 9, Section 9.9.
- F. No member, who has been reduced in rank within twenty-four months preceding the promotional exam or suspended in excess of three (3) days for an incident which occurred within twelve (12) months preceding the promotional exam, shall be permitted to participate in the promotional examination.

Section 10.2 Testing Procedure

- A. The Sheriff shall cause written examinations for the Corporal, Sergeant, and Lieutenant classifications to be given on an annual basis, but no later than March 15 of each year.
- B. The Lodge will participate in the development and/or selection of the written examination and the Oral Board procedure. The Lodge President shall appoint a bargaining unit member who will not be a candidate for the test being given, to coordinate its participation.
- C. A minimum passing score of seventy-five percent (75%) shall be required in order for a member to pass the written test and proceed to the oral board.
- D. An Oral Board shall be selected for each respective test given. The Oral Board shall consist of five (5) persons, all of whom shall be senior to and/or equal in rank to the rank tested. One (1) of the five (5) Oral Board members may be selected from an outside agency. One (1) of the five (5) Oral Board members shall be a bargaining unit member appointed by the Lodge.
- E. The Oral Board shall rate each candidate on a consensus basis. Point value shall be based on thirty-two (32) points being the highest possible score per candidate.
- F. The Oral Board shall submit to the Sheriff a list containing the name of each candidate who proceeded to it, the candidate's written examination score and the candidate's Oral Board score, no later than forty-five (45) days from the receipt of the written examination results.

Section 10.3 Promotion Procedures

- A. The Sheriff shall establish an eligibility list based on the combined score of each candidate as calculated under the scoring process in this section.
1. The maximum total score for the testing process shall be 60 points for the written score and 32 points for the Oral Board score. In addition a candidate may be awarded a maximum of 8 extra points as provided by sections 2, 3 and 4 below.
 2. Candidates shall be awarded the following point values for their respective seniority (with a maximum of 2 points awarded):
 - a. 10-14 years 1 point
 - b. 15+ years 2 points
 3. Candidates shall be awarded the following point(s) for a minimum of 2 years' service in each of the following areas (with a maximum 3 points awarded):
 - a. Patrol* 2 points
 - b. Detective Bureau/SIU 2 points
 - c. SWAT Team, Bomb Squad,
Dive Team, Crisis Negotiations 1 point each

(* K-9 Unit, Road Patrol, Weight Enforcement, Environmental Enforcement, or Accident Investigations)
 4. Candidates shall be awarded the following point(s) in recognition of their achievements in having obtained the following goals, educational experience, certifications, and current/prior military service (with a maximum 3 points awarded):
 - a. Meeting Fitness Standards 1 point
 - b. Associate's Degree 1 point (if highest degree obtained)
 - c. Bachelor's Degree 1.5 points (if highest degree obtained)
 - d. Graduate Degree (Master's or Doctorate) 2 points

- e. Military Service 1 point for active or reserve military service or honorable discharge
- f. CJM or CJO ½ point
- g. Northwestern Traffic Institute Management Course ½ point
- h. FBI Academy 1 point

The candidate with the highest combined score shall be first on the list, the second highest combined score will be second on the list, the third highest combined score will be third on the list and so on until all candidates are listed. In case of candidates with the same combined score, their order to each other will be based on Sheriff's Office seniority with the most senior listed first and any names thereafter shall be by inverse seniority.

- B. Whenever a vacancy exists in the rank of Corporal, Sergeant, or Lieutenant, the Sheriff must select within a reasonable amount of time one of the top three candidates on the appropriate eligibility list for the promotion. The promoted candidate's name shall be removed from the list. The two candidates considered but not selected for the promotion shall remain in their respective order on the eligibility list and shall be considered along with the next highest candidate when the next promotion is to be made from that list. This procedure shall be followed after each promotion off of the list.
- C. Should all candidates on the eligibility list for a Corporal or Sergeant vacancy decline the promotion or should the list be exhausted, the Sheriff may provisionally promote a member to fill that position. Such member shall not retain the promotion unless he or she passes the next promotional examination for that rank. The probationary period for a member receiving a provisional promotion shall commence on the date of the member's provisional promotion. Candidates shall have the right to refuse two separate promotions before being removed from the list. A candidate who refuses a promotion will maintain his position on the eligibility list until removed there from in accordance with this section.

When a member who has been provisionally promoted does not pass the next promotional examination for that rank, the member will be temporarily assigned to a vacant position in the classification that the member had held before the provisional promotion. While the member is on the temporary assignment, he or she must bid on a posted vacancy. The employer may post and fill the assignment per the standard contractual procedure even though it is temporarily occupied. In the event that there is no vacant position in the classification when the member is demoted, such member shall be given a temporary assignment until a vacancy in that classification is posted.

- D. Promotional eligibility lists shall expire with the issuance of a new list.

10.4 Study Materials

All study materials related to all tests shall be made available for review or copying by any bargaining unit members upon request. Any updates to the testing materials shall be completed no later than 90 days prior to the subject test.

ARTICLE 11. LABOR/MANAGEMENT MEETINGS

Section 11.1 Labor/Management Meetings

The Sheriff, or his designees, and the Lodge agree to meet at such times as necessary, at the request of either party to discuss this Agreement as well as any terms or conditions of employment. Included as legitimate items for discussion in these meetings shall be:

- A. Notification of changes made by the Employer which affect bargaining unit members of F.O.P.
- B. Dissemination of general information of interest to the parties.
- C. Discussion of ways to increase productivity and improve effectiveness.
- D. Consideration and discussion of health, equipment, and safety matters.

Section 11.2 Agenda

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.

Section 11.3 Attendance

Labor/Management meetings are to be scheduled on days when the Grievance Liaison Chairman is on special assignment, per Article 3, Section 10B of this Agreement. Members of the most current Lodge Negotiations Committee shall be released from their regular assignments and placed on special assignment for their time in attendance for each Labor/Management meeting.

ARTICLE 12. MANAGEMENT RIGHTS

Section 12.1 Management Rights

Except to the extent limited or modified by the provisions of this Agreement, the Sheriff's Office retains the right and responsibility to exercise the authority granted to it under Section 4117.08, (C) (1)-(9) of the Revised Code, as follows:

- A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Sheriff, standards of services, the overall budget, utilization of technology, and organizational structure;
- B. To direct, supervise, evaluate, or hire employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. To determine the adequacy of the work force;
- G. To determine the overall mission of the Sheriff's Office, as a unit of government;

- H. To effectively manage the work force;
- I. To take actions to carry out the mission of the Sheriff's Office, as a government unit.

Section 12.2 Additional Rights and Limitations

The rights and powers of the Sheriff contained in this Article 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 or under law. The Employer shall not exercise any of its management rights in an arbitrary manner, or in a manner which would unfairly discriminate against members of the bargaining units.

Section 12.3 Conflict

The Employer shall not take any action which would be in conflict with or which would be prohibited by any other provision of this Agreement.

ARTICLE 13. CLASSIFICATIONS

Section 13.1 Classifications

The following classifications, as approved by the Director of the Ohio Department of Administrative Services, shall be used in the bargaining units within this Agreement:

- A. Deputy (POTC)/Deputy (NON-POTC) (02092)
- B. Corporal (POTC)/Corporal (NON-POTC) (02093)
- C. Sergeant (POTC)/Sergeant (NON-POTC) (02095)
- D. Lieutenant (02096)
- E. Captain (02097)

Section 13.2 Peace Officer Training Certification

- A. The classification of Deputy (NON-POTC) shall be utilized for all newly hired bargaining unit members. Members classified as a Deputy (NON-POTC) and/or members classified

as Corporal or Sergeant (who do not possess a current peace officer training certificate) shall be provided the voluntary option, at their own expense and time, to attain a peace officer training certification upon written approval of the Sheriff. No member shall be required to attain peace officer training certification as a condition of his employment as a Deputy (NON-POTC), Corporal, or Sergeant. Upon attainment of peace officer training certification, a Deputy, Corporal, or Sergeant (NON-POTC) shall be reassigned to the classification of Deputy, Corporal, or Sergeant (POTC); provided, reassignment to the classification of Deputy (POTC) shall occur with approval of the Sheriff, or after one (1) year in the Deputy (NON-POTC) classification and attainment of peace officer training certification. Newly hired deputies already peace officer training certified shall be assigned to the Deputy (POTC) classification upon written approval of the Sheriff.

- B. The Employer shall maintain current peace officer training certification requirements of members in the POTC classifications of Deputy, Corporal, Sergeant, Lieutenant, and Captain. This shall be maintained at Employer expense. Any requirements missed by the member due to his/her neglect shall be maintained at the member's expense.

ARTICLE 14. PAY PLAN

Section 14.1 Pay Ranges and Rates

- A. The following wages will be paid to bargaining unit members who are employed by the Franklin County Sheriff's Office as of the date that this Agreement becomes effective. These Pay Scales will be applied retroactively to the first full payroll period in January, 2013.

Deputy (POTC) and (NON-POTC) (which reflects a 2.5% increase):

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Deputy	Hourly	21.00	23.52	26.65	35.16	36.92
	Biweekly	1,680.00	1,881.60	2,132.00	2,812.80	2,953.60
	Annually	43,680.00	48,921.60	55,432.00	73,132.80	76,793.60
Corporal	Hourly					40.24
	Biweekly					3,219.20
	Annually					83,699.20
Sergeant	Hourly					43.86
	Biweekly					3,508.80
	Annually					91,228.80
Lieutenant	Hourly					49.13
	Biweekly					3,930.40
	Annually					102,190.40

B. Effective the first full pay period in January 2014, the following wages will be paid to bargaining unit members (which reflects an a 2.75% increase):

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Deputy	Hourly	21.58	24.17	27.38	36.13	37.94
	Biweekly	1,726.40	1,933.60	2,190.40	2,890.40	3,035.20
	Annually	44,886.40	50,273.60	56,950.40	75,150.40	78,915.20
Corporal	Hourly					41.35
	Biweekly					3,308.00
	Annually					86,008.00

Sergeant	Hourly	45.07
	Biweekly	3,605.60
	Annually	93,745.60

Lieutenant	Hourly	50.48
	Biweekly	4,038.40
	Annually	104,998.40

C. The following wages will be paid to bargaining unit members effective the first full pay period in January 2015 (which reflects a 3.0% increase):

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Deputy	Hourly	22.23	24.90	28.20	37.21	39.07
	Biweekly	1,778.40	1,992.00	2,256.00	2,976.80	3,125.60
	Annually	46,238.40	51,792.00	58,656.00	77,396.80	81,265.60

Corporal	Hourly	42.59
	Biweekly	3,407.20
	Annually	88,587.20

Sergeant	Hourly	46.42
	Biweekly	3,713.60
	Annually	96,553.60

Lieutenant	Hourly	51.99
	Biweekly	4,159.20
	Annually	108,139.20

- D. Rank Differential. The wage rates set forth in this Section represent the following rank differential percentages for the following classifications. The following differential percentages will be:

<u>Ranks</u>	<u>Percentage</u>
Deputy (POTC & NON-POTC) - Corporal	9%
Corporal - Sergeant	9%
Sergeant - Lieutenant	12%

- E. The annual rate is based upon 2080 hours in active pay status.

Section 14.2 Pay Plan Administration

The following provisions shall apply to the administration of the pay schedules set forth in Section 14.1.

- A. The "A" Step shall be the minimum rate of pay for bargaining unit members and shall be the hiring rate of pay for Deputies (POTC) and (NON-POTC).
- B. Deputies (POTC) and (NON-POTC) with less than twelve (12) months of continuous service shall be paid at Step "A".
- C. Deputies (POTC) and (NON-POTC) with more than twelve (12) months but less than twenty-four (24) months of continuous service shall be paid at Step "B".
- D. Deputies (POTC) and (NON-POTC) with more than twenty-four (24) months but less than thirty-six (36) months of continuous service shall be paid at Step "C".
- E. Deputies (POTC) and (NON-POTC) with more than thirty-six (36) months of continuous service shall be paid as Step "D".
- F. Deputies (POTC) and (NON-POTC) with ten (10) or more years of continuous service shall be paid at Step "E", which incorporates the credit reflected in Section 14.6. However, deputies (NON-POTC) who are newly hired after January 1, 2014 shall not advance to Step "E" until after attainment of peace officer training certification.
- G. A Deputy (POTC) and (NON-POTC) promoted to the rank of Corporal shall be automatically elevated to the pay class indicated above, which incorporates the credit reflected in Section 14.6.

- H. A Corporal promoted to the rank of Sergeant shall be automatically elevated to the pay class indicated above, which incorporates the credit reflected in Section 14.6.
- I. A Sergeant promoted to the rank of Lieutenant shall be automatically elevated to the pay class indicated above, which incorporates the credit reflected in Section 14.6.
- J. A member promoted to the rank of Captain shall be automatically elevated to the appropriate pay class, which incorporates the credit reflected in Section 14.6.

Section 14.3 Service Credit

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

\$375.00 for 5 years continuous service

\$75.00 shall be paid to members with six to ten years of continuous service for each additional year of service beyond the initial five years

\$110.00 shall be paid to members with eleven or more years of service for each additional year of service beyond the tenth year.

Payment of service credit shall be made in a lump sum, in a separate check, and will accompany the first paycheck in December of each calendar year, after five (5) years of continuous service. Upon separation of employment, members who are eligible for service credit under this Section (or in the event of death, the surviving spouse or secondly the estate) will be paid as part of their terminal pay the final partial year of service credit pay, prorated 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 military leave.

Section 14.4 Pension Contribution (PERS-LE)

The full amount of the statutorily required employer contribution to the Public Employees Retirement System of Ohio Law Enforcement Division ("PERS-LE") shall be made for bargaining unit members who are classified as Deputy (POTC), Corporal (POTC), Sergeant (POTC), Lieutenant and Captain. The full amount of the statutorily required employer contributions to

PERS (Non-LE) shall be made for members who are classified as Deputy (Non-POTC), Corporal (Non-POTC) and Sergeant (Non-POTC).

The required employee contribution to PERS-LE shall be withheld from the gross pay of each member who is classified as Deputy (POTC), Corporal (POTC), Sergeant, Lieutenant, and Captain. The required employee contribution to the PERS (Non-LE) shall be withheld from the gross pay of each member who is classified as a Deputy (Non-POTC), Corporal (Non-POTC) and Sergeant (Non-POTC).

Section 14.5 Employer Pension Obligations

The County shall continue to pay the statutorily required pension contribution to the Public Employee Retirement System (PERS) for all bargaining unit members in either the Law Enforcement Division (LE) or Non-LE in conformity with pertinent state and federal law.

Section 14.6. Training and Experience Retention Credit

All non-supervisory bargaining unit members with ten (10) or more years of continuous service and all supervisory bargaining unit members shall receive a training and experience retention credit, which shall be equal to five percent (5%) of D step of the pay range where the member is placed (as established in Section 14.1 of the Agreement) for each of the three (3) years of the Agreement. This credit shall be in consideration of the affected members training and experience.

ARTICLE 15. SHIFT DIFFERENTIAL

Section 15.1 Shift Differential Pay Rate

Shift differential is hereby established at \$.95 effective upon the first day of the first full pay period in January 2014. Shift differential is hereby established then at \$1.00 effective upon the first day of the first full pay period in January 2015.

Section 15.2 Eligibility

Shift differential pay shall be provided for any eight (8) hour or ten (10) hour workday for which at least fifty (50%) percent 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.

Section 15.3 Method of Payment

Shift differential pay shall be paid only for actual hours worked during either an eight (8) hour or ten (10) 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, to an eight (8) hour or ten (10) hour workday and authorized overtime occurs in conjunction with the regular eight (8) hour or ten (10) hour workday, the shift differential shall be computed in the applicable rate of pay for each hour of overtime worked. Shift differential pay is not applicable to court appearance time; but is applicable to hours when called back to duty. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstances.

ARTICLE 16. UNIFORMS AND ALLOWANCES

Section 16.1 Standard Uniform Issuance. All uniform markings shall be standardized and there shall not be markings identifying bureaus.

- A. The Employer shall furnish to members assigned to Patrol (excluding Weight Enforcement and K-9), Court Services, and Civil Process (designated as uniformed), the following authorized items:
1. 3 summer shirts & 3 winter shirts
 2. 6 pants (year round)
 3. Protector coat
 4. Felt and Straw Hat
 5. Shoes or boots
 6. Breast badge

7. Hat badge, acorn and strap
8. Name bar
9. Collar brass
10. 26 buttons
11. 2 ties
12. Belt
13. Raincoat and rain cover for hat
14. Firearm
15. Handcuff and case
16. Disabling agent and holder
17. Ammunition and ammo holder
18. Holster
19. Gun Belt
20. Sweater
21. Combination Ballistic/Stab Resistant Vest, upon request of the bargaining unit member (See G. below)
22. Collapsible baton and holder
23. Flashlight and batteries

While on duty and in uniform, members assigned to Patrol, Civil Process, and Court Services, shall be required to wear the issued gun belt and holster and carry the issued weapon/firearm, ammunition, handcuffs and case, and disabling agent.

- B. Members assigned to the Detective Bureau, Internal Affairs, SIU, Child Support Enforcement, Warrants and Extraditions, and Civil Process (designated as plain clothes) shall be required to maintain the following authorized Class A uniform items:
1. 1 summer shirt & 1 winter shirt
 2. 1 pants (year round)
 3. Protector coat

4. Felt and Straw Hat
5. Shoes or boots
6. Breast badge
7. Hat badge, acorn and strap
8. Name bar
9. Collar brass
10. 26 buttons
11. 2 ties
12. Belt
13. Raincoat and rain cover for hat

Purchase of the above items shall be accomplished through the plain clothes allowance. In addition to the requirement to maintain uniform parts (1-13), as provided for in this section, members assigned to the Detective Bureau, Internal Affairs, SIU, Child Support Enforcement, Warrants and Extraditions and Civil Process shall be issued the following items:

14. Weapon/firearm
15. Handcuff and case
16. Disabling agent and holder
17. Ammunition and magazine holder
18. Holster
19. Gun Belt
20. Combination Ballistic/Stab Resistant Vest, upon request of the bargaining unit member (See G. below).
21. Tactical Vest Carrier (for Detective Bureau, SIU, Child Support Enforcement, and Warrants and Extraditions only)

While on duty, members assigned to the Detective Bureau, Internal Affairs, SIU, Child Support Enforcement and Civil Process shall be required to carry the issued weapon/firearm, ammunition, handcuffs and case.

C. The Employer shall furnish the following authorized items to members assigned to Corrections, excluding Court Services:

1. 4 summer shirts
2. 4 pants (year round)
3. Shoes or boots
4. Belt
5. Handcuffs and case
6. Glove Case
7. Breast badge
8. Name bar
9. Collar brass
10. 26 Buttons

Any member assigned to the POTC classification will be issued items 3, 4, 7, 13, 16, 17, 18, 19, 21, and 22 listed in paragraph (A) of this Section.

While on duty and in uniform and while outside the confines of the correctional facility, members in the POTC classification assigned to Corrections shall be required to wear the issued gun belt and holster and carry the authorized weapon/firearm, ammunition, and disabling agent.

D. The Employer shall furnish to members assigned to Training items 14, 15, 16, 17, and 18, listed in paragraph (A) of this section. In addition, the Employer shall furnish members assigned to Training:

1. 3 summer & 3 winter 5.11 Polo shirts, gray in color, with the Sheriff's logo and embossed with the wording "Training Academy Staff".
2. 6 pants, BDU style, black in color
3. 1 pair boots
4. 1 inner belt
5. 1 set of nylon web gear
6. 1 baseball style cap
7. 1 jacket, black in color

While on duty, members assigned to Training shall be required to wear the issued holster and carry the issued weapon/firearm, ammunition, handcuffs and case.

Members assigned to Training shall be required to maintain the following authorized

Class A uniform items:

8. 1 summer shirt & 1 winter shirt
9. 1 pants (year round)
10. Protector coat
11. Felt and Straw Hat
12. Shoes or boots
13. Breast badge
14. Hat badge, acorn and strap
15. Name bar
16. Collar brass
17. 26 buttons
18. 2 ties
19. Belt
20. Raincoat and rain cover for hat

- E. The Employer shall furnish to members assigned to Weight Enforcement, Environmental and K-9 the following items:

1. 3 BDU style shirts, black in color, with sewn on cloth badge and military name tag
2. 3 BDU style pants, black in color
3. Boots
4. 1 inner belt
5. 1 set nylon web gear
6. Firearm
7. Handcuffs and case
8. Disabling agent and holder
9. Ammunition and magazine holder
10. Collapsible baton and holder
11. 1 baseball style cap
12. 1 jacket, black in color
13. Combination Ballistic/Stab Resistant Vest, upon request of the bargaining unit member (See G below).

Members assigned to Weight Enforcement, Environmental, and K-9 shall be required to maintain the following authorized Class A uniform items:

14. 1 summer shirt & 1 winter shirt
15. 1 pants (year round)
16. Protector coat
17. Felt and Straw Hat
18. Shoes or boots
19. Breast badge
20. Hat badge, acorn and strap
21. Name bar
22. Collar brass
23. 26 buttons
24. 2 ties
25. Belt

26. Raincoat and rain cover for hat

While on duty, members assigned to the Weight Enforcement, Environmental, and K-9 shall be required to carry the issued weapon/firearm, ammunition, handcuffs and case.

F. The Employer may furnish the following items based upon assignment, as determined by the Chief Deputy of the Division to which the member is assigned.

1. Rubber boots
2. Winter gloves
3. Flashlight
4. Coveralls
5. Traffic Vest

G. Members issued a ballistic/stab resistant vest shall be required to wear the vest at all times while on duty.

Section 16.2 Loss or Damage Reimbursement

A. The Employer shall reimburse members for loss or damage to the member's personal accessories and equipment, including eyeglasses, watches and plain clothes, when the said loss or damage occurs while the member is acting in the line of duty or engaged in the official business of the Employer. Any such loss or damage shall be reported to the member's immediate superior on an incident report within five (5) calendar days from the date of loss or damage. No reimbursement will be made when the loss or damage was the result of, or partially attributable to, the member's own negligence or misconduct.

B. The monetary figures for reimbursement shall be determined by either the replacement cost or the estimated repair cost, whichever is less, as determined by the Employer.

Section 16.3 Uniform Allowance and Annual Issuance

- A. Members assigned to Patrol, Court Services, Corrections, including Non-POTC and POTC, Training, Weight Enforcement, Environmental, and K-9 shall be entitled to a fair wear and tear allowance for issued/authorized uniforms as defined in Section 16.1 A through E. Non-POTC members will receive a \$425 allowance in January 2014 and January 2015. POTC members will receive \$330 allowance payments in January and July of 2014 and 2015. Replacement of ballistic/stab resistant vests shall not be counted against the credit set in this section.
- B. In January 2014 and in January 2015, the Employer, through a vendor selected by the Employer, shall issue the following uniform items:
 - 1. Members assigned to the Corrections Division (excluding Court Services) will be issued one (1) summer shirt and one (1) pair of pants.
 - 2. Members in a uniformed assignment in Patrol, Court Services, Civil Process, K-9, and Weight Enforcement will be issued one (1) summer shirt, one (1) winter shirt, and one (1) pair of pants.
- C. In January 2014, in lieu of the issuance set forth in Section 16.3(B)(1) above, all Members assigned to the Corrections Division (excluding Court Services) shall be issued:
 - 1. 4 summer shirts
 - 2. Breast badge
 - 3. Name bar
 - 4. Collar brass
 - 5. 26 buttons

Section 16.4 Cleaning for Uniformed Personnel.

The employer shall contract for the cleaning of all uniforms at no cost to the member. Each member shall be entitled to the cleaning of:

- A. No more than five (5) uniform pants and uniform jackets, per pay period
- B. No more than four (4) uniform coat cleanings per year.
- C. No more than two (2) uniform hat cleanings per year.

- D. No more than twelve (12) uniform sweater cleanings per year.
- E. No more than five (5) uniform shirts or uniform blouses cleanings per pay period.

Section 16.5 Plain Clothes Allowance

- A. Members assigned to the Detective Bureau, Internal Affairs, SIU, Child Support Enforcement, Warrants and Extraditions and Civil Process who work in a plain clothes assignment shall receive a \$675.00 clothing allowance paid in January, and July, of each year. A member who transfers from a uniformed assignment to a plainclothes assignment after issuance of uniform allowance and prior to issuance of the next plain clothes allowance, shall receive the difference between the allowances provided in Sections 16.3(A) and 16.5, prorated for the number of pay periods remaining until the next plain clothes allowance. A member is entitled to the plain clothes allowance upon actual transfer to the assignment.

A member receiving the plain clothes allowance who departs service within three months of the date the allowance checks are issued shall have his or her final paycheck adjusted by an amount equal to 1/13th of the allowance for each pay period the member is no longer employed by the Sheriff. The bargaining unit member released from his or her regular assignment pursuant to Section 3.10 (B) is entitled to the plain clothes allowance. A member released from his or her regular assignment for at least six consecutive weeks pursuant to Section 3.13 shall receive a pro-rated plain clothes allowance in an amount equal to the percentage of weeks of the year the member is released from his or her regular duties.

- B. Members assigned to the Detective Bureau, Internal Affairs, SIU, Child Support Enforcement, Warrants and Extraditions, and Civil, who are required to maintain uniforms, as specified in section 16.1 B, shall maintain such uniforms as part of their clothing allowance.

Section 16.6 Cleaning for Plain Clothes Personnel.

The employer shall contract for the cleaning of duty apparel for members in a plain clothes assignment. Each member shall be entitled to the cleaning of:

- A. No more than five (5) pants and jackets, five (5) skirts and jackets or dresses per pay period.
- B. No more than four (4) coat cleanings per year.
- C. No more than two (2) hat cleanings per year.
- D. No more than twelve (12) sweater cleanings per year.
- E. No more than ten (10) shirt or blouse cleanings per pay period.

Per the Federal IRS regulations, members who receive the plain clothes allowance under Section 16.5 of this Agreement will have the contracted value of the dry cleaning benefit added to their taxable federal income for their dry cleaning benefit. The amount added to a member's taxable income for the dry cleaning shall be adjusted as the contracted rate changes. Members who are in a plain clothes assignment for part of the calendar year will have the total contracted value of the benefit prorated for an equivalent period of time the member is in the plain clothes assignment reported as taxable income. Those members who turn in the remainder of the issued voucher book for the previous year to the Sheriff's Finance Office no later than the close of business hours on December 5th of each year shall have the benefit prorated by the number of coupons removed from the book and that prorated amount will be added to the employee's taxable income for the previous year. Those members who fail to submit their issued voucher book from the previous year shall have the contracted value of the dry cleaning added to their taxable income for the previous year.

Section 16.7 Federal Income Tax.

All boots, shoes and BDU pants issued to members are considered to be a taxable fringe benefit and the cost of these items will be added to the employee's W2 as reportable income.

Additionally, the plain clothes allowance, value of the dry cleaning benefit for plain clothes

members and the value of items adaptable for general use are considered to be a taxable fringe benefit. The cost of these items will be added to the employee's W2 as reportable income.

Section 16.8 Termination.

Upon termination, members shall return all issued uniform parts, accessories and equipment to the Employer. Such uniforms shall be cleaned and in transparent cleaning bags.

ARTICLE 17. PROFESSIONAL DEVELOPMENT

Section 17.1 College Tuition Reimbursement Program

Each bargaining unit member, who is pursuing a degree, as defined in Article 25, Section 21, shall be eligible for reimbursement of all college tuition costs in courses of instruction at an accredited community college, college or university, or over the internet, voluntarily undertaken by the member, provided the courses are work-related or are required for a work-related degree, as defined in Article 25. In accordance with the procedures and criteria listed herein, bargaining unit members shall also receive reimbursement of tuition costs associated with the member's successful completion of a Peace Officer certification program. Any member requesting to attend a course of instruction must submit to the Sheriff the following for approval based on available funds.

- 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 classification; 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. Only educational courses that directly benefit the member in his or her duties in the Sheriff's Office will be taken under consideration by the Sheriff. All courses where reimbursement is requested must be taken at times other than the member's scheduled

work hours. The Employer commits to reimburse members, in the aggregate, up to a maximum of ninety-five thousand dollars (\$95,000.00) per year, for tuition reimbursement under this Article. The Employer will reimburse a member as follows: a maximum of four hundred sixty dollars (\$460.00) per credit hour up to a maximum of five thousand two hundred dollars (\$5,200.00) per calendar year, and a maximum of three thousand dollars (\$3,000.00) for Peace Officer certification, unless the annual tuition reimbursement funds are exhausted. If at anytime the available funds will not cover pending requests, then the pending requests will be processed based upon seniority. This section does not apply to training required by the Employer. Reimbursement of tuition costs shall be made to a member only upon official verification of successful completion of the class, course, or Peace Officer certification program. Successful completion shall require a grade of pass (pass-fail courses and Peace Officer certification), 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, he shall reimburse the Employer for any tuition reimbursement he received from the Employer through the provision of this Article for a period of 24 months prior to the date of termination. Any member required to reimburse the employer must do so prior to receiving his final paycheck from the Employer, or it will be deducted from the member's final paycheck. Any reimbursement made by the member will be re-credited to the amount set aside for the calendar year for reimbursement.

Section 17.2 Educational/Training Leave

Except as limited by Section 17.1, time off for educational courses may be granted by the Sheriff. An employee may be allowed time off from his position without loss of pay for the purpose of taking job related educational courses or training, at an approved educational institution.

Section 17.3 Required Training

All training required of and authorized for a member by the Employer, excluding Ohio Peace Officer basic training courses, shall be paid for by the Employer and not deducted from the tuition reimbursement fund established by this Article. The Employer shall pay all necessary, reasonable, authorized and approved expenses incident to such training for meals, lodging, parking, mileage, tuition, and fees in accordance with the Employer's rules and regulations and subject to established limits and rates.

All members shall be provided a minimum of twenty (20) hours of in-service training, per year. This in-service training shall be provided in classes of no less than four (4) hours each, which shall be scheduled with sufficient frequency to permit all members to attend. In addition, firearms training will be conducted for all POTC members at least twice a year in classes of no less than two (2) hours each.

Section 17.4 Training for Supervisors

Upon promotion to the rank of Corporal, and within the first year of the assignment, the promoted member shall, in addition to state mandated training, be required to successfully complete a first line supervisory course approved by the Ohio Peace Officers Training Academy. In both the second and third years of this Agreement, all supervisory members shall receive a minimum of eight (8) hours of supervisory training in addition to the training mandated in Section 17.3.

Section 17.5 Field Training Officers

Field Training Officers (FTO's) shall be selected at the discretion of the Sheriff or his designee from those members in Step D or above, desirous of such an assignment. Newly selected FTO's, outside of the Division of Corrections, without prior FTO experience shall receive specialized training in state approved and/or certified programs (where available) for their Division for the purpose of developing skills necessary to fulfill their role. FTO's shall receive one hour of compensation paid at one and one-half of member's base rate of pay, and one hour of

compensatory time, for every eight hour shift that they serve in the capacity of FTO. However, this compensation will not be paid if the member serves less than four (4) hours in the capacity of an FTO or if the member works less than a full shift as a result of his or her own leave or absence from duty. No more than one and one-half hour of pay can be earned in a twelve hour period.

FTO programs shall be required for all initial assignments (including supervisors) and shall have established time frames, goals/objectives, written evaluations and feedback. Newly hired members in the Division of Corrections shall be required to successfully complete an on-the-job training program with an assigned Field Training Officer (FTO) prior to receiving a regular assignment.

ARTICLE 18. STANDARD WORKWEEK AND OVERTIME

Section 18.1 Definition

The work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off or four (4) consecutive ten (10) hour work days and three (3) consecutive days off. The regular work week for CPO deputy assignments shall consist of four (4) ten (10) hour days with consecutive days off. The salary and wage rates prescribed in the pay plan for the respective classes of positions are based upon an average work week of forty (40) hours and a work year of two thousand and eighty (2,080) hours.

- A. The K-9 work week may consist of four (4) ten (10) hour days with consecutive days off. The salary and wage rates prescribed in the pay plan for the respective unit positions are based upon an average work week of forty (40) hours and a work year of two thousand eighty (2,080) hours.

Section 18.2 Overtime and Overtime Scheduling

- A. Bargaining unit members shall be compensated at the applicable rate of pay for all hours in paid status, except that all hours in paid status in excess of forty hours in any workweek shall be compensated at one and one-half (1½) times the member's

applicable rate of pay, including the service credit payment and shift differential. Whenever a bargaining unit member is required to work or to report on his regular day(s) off or approved leave, the member shall be compensated at two (2) times his applicable rate of pay for each hour, provided the member has accumulated or does accumulate forty (40) hours in paid status in that workweek. Members working overtime shall be compensated at the applicable overtime rate for a minimum of two (2) hours, unless such overtime is in conjunction with their regular shift hours.

- B. To the extent practical, good faith efforts will be made, consistent with efficient and effective operation of the Employer, to endeavor to rotate pre-scheduled overtime assignments among qualified bargaining unit members. Inability to work a pre-scheduled overtime assignment due to illness or death in the family will not require the member to charge such absence against sick leave. Pre-scheduled overtime shall be defined as those hours in paid status in excess of forty (40) hours in any work week to which a member has been scheduled to work or to attend training having been sent notice at least seventy-two (72) hours prior to such assignment. The date of the order scheduling the overtime or training shall be evidence of the date of notice. If this notice is not given within these time constraints, the member shall be paid at the rate of two (2) times his applicable rate of pay for all hours in attendance for a minimum of three (3) hours. Members working pre-scheduled overtime with more than seventy-two (72) hours' notice on their regularly assigned day(s) off shall be paid the double time rate for a two (2) hour minimum. Members working pre-scheduled overtime with more than seventy-two (72) hours' notice shall be compensated at the applicable overtime rate for a minimum of two (2) hours, unless such overtime is in conjunction with their regular shift hours or when a member departs the overtime prior to completion of the minimums.

Section 18.3 Court Time

- A. If the Sheriff's Office Court Liaison places a bargaining unit member on call for a court appearance, the member will be paid a minimum of two (2) hours. Any additional "on-

call" pay beyond the original two (2) hours shall be for actual hours remaining on call. When the two (2) hours have elapsed without further communication, the member shall be considered released.

- B. Except as provided in Subsection A, bargaining unit members who are required to make a court appearance shall be paid at time and one-half the member's applicable rate of pay for appearing in court, but shall be paid a minimum of three and one-half (3.5) hours. Members, who are required to make multiple court appearances on the same day, will not receive the three and one-half (3.5) hour minimum more than once during the AM and more than once during the PM of any court day nor will this minimum apply when the court time overlaps into the member's regularly scheduled work hours. If a member is called to court on his day off or while on approved leave, the member shall receive double time for a minimum of three and one-half (3.5) hours. 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 Sheriff's Deputy.

Section 18.4 Change of Assignment

A member shall be given at least seventy-two (72) hours advance notice of any change in his work hours and/or work days, unless caused by an event that was unexpected seventy-two (72) hours prior. If notice is not given within these time constraints then the member shall be compensated at the rate of two (2) times his applicable rate of pay for all hours worked which deviate from his assigned work hours and/or work days immediately prior to such change, for seventy-two (72) hours after receiving notice of change.

Section 18.5 K-9 Scheduling

It is recognized that time spent by canine handlers in the care and maintenance of their dogs on regular days off, during off hours on regular work days, and on paid leave is working time. In order to compensate a canine handler for these activities, he shall be granted sixty (60) minutes of regular pay for each regularly assigned eight (8) hour work shift. This compensation shall be paid to the canine handler by allowing him to take sixty (60) minutes of time off, with pay, on

each assigned work shift. This sixty (60) minutes counts as hours worked for purposes of computation of overtime eligibility under the agreement. When the Employer is unable to allow a canine handler to take sixty (60) minutes of time off, with pay, during an assigned shift because of the necessary performance of other required work duties, the canine handler shall receive regular pay for the performance of such work duties during the sixty (60) minute period, and in addition shall receive sixty (60) minutes of overtime, to be paid at the applicable overtime rate including the service credit payment and shift differential, as compensation for his canine care and maintenance activities. If a canine handler is on approved leave for an entire workday, the amount of said leave hours shall be minus the sixty (60) minutes of compensable canine care time if applicable to that day.

Section 18.6 Shift Preparation/Roll Call

For the Corrections Division only, the shift commander and the booking supervisor, or their designated replacement, on each shift may report for duty thirty (30) minutes before their shift commences to prepare for their regularly scheduled shift. These supervisors shall be paid at one and one-half times their applicable rate for this thirty minutes of overtime so long as they work their regular assigned shift on the day that they report early for duty.

Section 18.7 Voluntary overtime in correctional facilities

When FCSO has determined a need for voluntary overtime in one or both of the correctional facilities, members from all divisions are eligible to sign up and work said voluntary overtime. The primary obligation of the employee signing up for voluntary overtime will be their regular assignment in the Division to which they are assigned in a timely manner, namely at the beginning of their assigned shift.

1. Members, who voluntarily sign up to work overtime in one of the correctional facilities, be allowed sufficient transitional travel time, not to exceed fifteen (15) minutes, between their regularly assigned worksite and the correctional facility in which they are scheduled to work voluntary overtime.

2. Members who voluntarily sign up to work overtime in one of the correctional facilities, be allowed sufficient transitional travel time, not to exceed fifteen (15) minutes, between the correctional facility in which they are scheduled to work voluntary overtime and their regularly assigned worksite.
3. Members shall complete their regular duty assignment and then proceed to the voluntary overtime assignment within the transitional travel time period, not to exceed fifteen (15) minutes. Conversely, members shall be permitted to leave their voluntary overtime assignment fifteen (15) minutes early, which shall be the transitional travel time, and proceed to their regular assignment.
4. The transitional travel time, not to exceed fifteen (15) minutes, between the member's regularly assigned worksite and the correctional facility, or vice versa, shall be compensable time.
5. A member who exceeds the transitional travel time will not be subject to discipline, provided that notice is given by the member's overtime supervisor to their regular assignment supervisor, or vice versa, or provided that notice is given by the member to their overtime supervisor or their regular supervisor if the member is unavoidably delayed by bona fide, unforeseen circumstances during travel (e.g., traffic accidents, traffic jams, mechanical problem). Members will not be compensated for any travel time in excess of the established transitional travel time.

ARTICLE 19 HOLIDAYS

Section 19.1 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 Years Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 19.2 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 19.3 Holiday Time Off

For each actual holiday observed on a member's workday, said member may be excused from work on such day at the discretion of the Sheriff or his designee. A member may elect to take a workday off within the biweekly pay period in which his day celebrated as a holiday falls in lieu of receiving holiday pay, except if he was excused from work on the actual holiday, subject to approval of the Sheriff or his Designee. If a holiday occurs while a member is on approved paid leave, such day shall not be charged against such leave, but shall be considered holiday time off.

When a member is scheduled to work the holiday and submits a compensatory time request for the holiday off and that request is approved, the member then gets the holiday off. The member is entitled to eight hours of holiday pay and eight hours of compensatory time. Per established practice, approval of the compensatory time request is conditioned upon the timely submittal of the leave request and another member signing up to work the hours in place of the member requesting the compensatory time off.

Section 19.4 Celebrating Holidays

For purposes of holiday pay, holiday time shall apply to the workday on the date celebrated as a holiday. For purposes of recording holiday time on payroll records and determining qualification for holiday pay, members assigned to the 11:00 p.m. - 7:00 a.m. tour of duty shall celebrate their holiday on the day preceding the day officially recognized as a holiday. (For example, when the Christmas holiday falls on a Tuesday, members reporting for duty at 11:00 p.m. on December 24th and working until 7:00 a.m. on December 25th shall have their holiday recorded on the time sheets as Monday, December 24th. Any overtime worked immediately preceding or following the shift would be paid as holiday time pursuant to this article.) Other than as described for the third shift member, a member shall not receive holiday pay, for a single holiday, for work performed on two calendar days. A member may not use leave in lieu of the paid holiday time.

Section 19.5 Holiday Pay

When a member works a day celebrated as a holiday, he shall be paid at time and one-half (1½) the applicable rate of pay for the first eight (8) hours worked (ten [10] hours if applicable) in addition to his regular eight (8) hours (or ten [10] hours) holiday pay. For all time worked in excess of eight (8) hours (or ten [10] hours) on such holiday, the rate of compensation shall be at the double time and one-half (2½) rate. The member shall be paid holiday pay for the pay period in which it is earned. A member not in paid status the day preceding or the day following a holiday will not receive holiday pay if he does not work the holiday.

ARTICLE 20 INJURY LEAVE

Section 20.1 Qualification, Reporting, and Procedures

Except as provided herein, each bargaining unit member who is disabled from performing the duties of his employment with the Employer due to bodily injury sustained by the member or serious illness contracted in the pursuit and performance of the duties of such employment shall receive in lieu of the benefits conferred upon members by the sick leave provisions

contained Article 22, injury leave at his applicable rate of pay. The injury or serious illness must be sustained or contracted in the line of duty, and must not have resulted from misbehavior on the part of the bargaining unit member. Injury leave shall be paid for no more than a total aggregate of 1,040 hours for any member for loss of time related to a bodily injury or serious illness received while on duty. Injury leave will be for the immediate loss of time or continued treatment of such injury or illness, not to exceed the aggregate of 1,040 hours. The receipt of benefits pursuant to the provisions of this Article shall not take or otherwise affect the accrual of sick leave, vacation time, seniority, or other benefits of employment. For purposes of this Article, serious illness means any illness such as hepatitis or the like, which is directly connected to the handling of prisoners or members of the public with the same illness. This section does not apply to new hires in their initial probationary period until they have successfully completed Basic Corrections Training Academy.

- A. The Employer and the Lodge have jointly developed the following procedure for administering this Article:
 - 1. Sheriff's Office employees who are disabled from performing the duties of their employment with the Employer due to bodily injury sustained or serious illness contracted in the pursuit and performance of the duties of such employment shall follow the procedures contained herein:
 - 1.1 Submit an injury report form number SHR-AD-09, through the chain of command within twenty-four (24) hours of the injury or within twenty-four (24) hours of the realization of serious illness contracted;
 - 1.2 If the employee is unable to submit an injury report due to incapacity, the employee's immediate supervisor shall cause the form to be submitted;
 - 1.3 If the employee requests time off for injury or serious illness the employee shall submit an injury leave request form number SHR-AD-26, completed in full with the supporting medical documentation, including the physician's statement; and

- 1.4 In all cases of injury sustained by an employee, regardless of severity or whether injury leave is to be requested, it shall be mandatory for the injured employee to file the injury report form SHR-AD-09.
 - 1.4.1 The filing of this report shall provide the factual basis to support an injury leave request if filed at a subsequent date.
2. All requests for injury leave shall be supported by medical documentation.
 - 2.1 Requests not supported by medical documentation from a licensed physician or medical professional shall not be considered.
 - 2.2 The employer may order the member to obtain additional documentation relevant to the injury. Failure of the member to comply with the request may result in the member's disqualification for injury leave.
 - 2.3 Before granting injury leave or during the course of injury leave, the Sheriff may order the member to be evaluated by a physician specializing in the practice areas that are relevant to the member's condition. This physician will be selected from a panel of physicians that are affiliated with or recommended by Ohio Health Hospitals, Mount Carmel Hospitals including St. Ann's Hospital, and/or The Ohio State University Medical Center or physicians associated with the Association for Psychotherapy, Inc.
3. Upon being notified that an employee is unable to report to work due to an injury or serious illness covered by this procedure, the supervisor shall mark the time report with "SK".
 - 3.1 Such notification indicates only a request and no actions of the supervisor shall be constructed to expressly or implicitly authorize the usage of injury leave.
4. After the completion and submission of the required documents specified above a determination shall be made by the Sheriff concerning the granting of injury leave.

- 4.1 If the injury leave is granted, the time report shall be so marked to indicate such approval and use of accrued sick leave will be re-credited to the member.
- 4.2 If the injury leave is disapproved, the time report shall be so marked to indicate the use of accrued sick leave.
- 4.3 The concerned employee shall receive written notification of approval or disapproval of injury leave.

Section 20.2 Coordination with Workers' Compensation

A member shall not receive both Workers Compensation benefit payments and injury leave payments for the same period of time.

ARTICLE 21. VACATION LEAVE, PERSONAL LEAVE, COMP TIME AND MILITARY LEAVE

Section 21.1 Vacation Accrual

All bargaining unit members shall be entitled to accrue annual vacation leave according to the following schedule: 1) after service of one 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; 2) after service of five years shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay; 3) after service of ten years shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay; 4) after service of fifteen years shall have earned and is entitled to one hundred eighty (180) hours of vacation leave with full pay; 5) after service of twenty years shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay. Annual vacation leave shall accrue to the member at the appropriate rate each pay period.

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 contract year in which sick leave is not used. Usage of sick

leave of up to four (4) hours each for one (1) documented medical examination per year, two (2) documented dental examinations per year (up to four hours each), and one (1) documented eye examination per year will not be counted as used sick leave for purposes of receiving the eight (8) hours of vacation credit.

Section 21.3 Prior Vacation Credit

Employees hired before November 9, 1999, 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 November 9, 1999 shall only have prior service with the Sheriff, as a corrections officer with the State of Ohio or a county agency within the State of Ohio, or as a full-time sworn Peace Officer within the State of Ohio counted as service for the purpose of computing vacation leave entitlement.

Prior vacation service credit under this section will be counted toward service for the purpose of computing vacation entitlement under Section 21.1 from the first date which the bargaining unit member provides the Employer with written verification from the previous employer(s) as to the dates of service and the specific classification(s) held. The higher accrual rate due to prior service credit applies prospectively without any entitlement to a "retroactive" adjustment of vacation leave based on prior service credit.

Section 21.4 Scheduling Vacation Leave

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. Vacation leave requests by a member already granted primary time off by seniority shall be on a first come, first serve basis.

Section 21.5 Vacation Leave Payout

This payout provision applies to a member who, as of October 30 of each year has accrued but unused vacation hours in excess of two times his annual accrual of vacation leave.

Such a member may make written application to the Finance Office between November 1 and November 30 to cash in no more than one hundred sixty (160) hours in excess of two times his 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. Vacation credit in excess of three (3) times the allowed maximum accrual will be eliminated by pay period from the employee's vacation leave balance except as herein provided. This elimination will not occur provided the member submits a vacation leave request at least sixty (60) days in advance of the time off requested and the time off request is denied. If the member submits a vacation leave request, as required *above*, and the time off request is denied, the member will be able to accrue vacation leave in excess of the maximum accrual in an amount not to exceed the amount of time denied. The member then shall have ninety (90) days from the date of denial in which to use this time. Failure to use this time within these ninety (90) days will result in such time being eliminated from the member's maximum accrual.

Section 21.6 Personal Leave

- A. Members shall be credited with forty (40) 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 Employer at least forty-eight (48) hours in advance of the request date, except in case of an emergency. Members may have personal leave for absence due to any matter of a personal nature. Any personal leave not used in the calendar year will be paid out hour for hour in a cash conversion no later than when the check is issued for the second pay period in January of the year following such conversion, up to a maximum of sixteen (16) hours.
- B. When personal leave is used it shall be deducted from the unused balance of the

member's personal leave on the basis of one hour for every hour of absence.

Compensation for such leave shall be equal to the member's applicable rate of pay.

- C. There shall not be allowed any carry forward of personal leave from year to year.
- D. New members, hired subsequent to the base pay period, shall be credited with forty (40) hours of personal leave, less one and five-tenths (1.5) hours 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.
- E. Members, with seven or less years of service, who separate from service shall receive a reduction of personal leave credit of one and five-tenths (1.5) 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, the cash equivalent value of such number of hours shall be deducted from any compensation that remains credited to the member.

Section 21.7 Compensatory Time

At the request of the member, the member may accumulate and maintain up to one-hundred and fifty-six (156) 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 member's applicable rate of pay.

Compensatory time accumulation shall carry over from year to year, except that a member is entitled to elect to be paid out for any of his or her accumulation once per quarter during the calendar year. An election to cash out accumulated, unused compensatory time may be made by submitting a request to the Sheriff for such payout by the following deadlines:

Quarter	Covered Time Period	Deadline to Cash Out Compensatory Time	Date of Payment of Compensatory Time Cash Out
1	January 1-March 31	February 28	Second full pay period in the second quarter
2	April 1-June 30	May 31	Second full pay period in the third quarter
3	July 1 - September 30	August 31	Second full pay period in the fourth quarter
4	October 1 – December 31	November 30	Second full pay period in the first quarter of the following year

There are no time limits for prior submission of compensatory time off requests, however, such requests must be made in advance and are subject to supervisory approval; however, if a request is submitted at least ninety-six hours in advance, such request shall not be denied solely because approval of the request may result in scheduling another member to work in an overtime status.

Section 21.8 Primary and Secondary Time Off Requests

- A. Each member shall be granted one primary 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 by January 31st of the year of request. Effective January 1 of each year of this agreement, between June 1 and September 1, all primary time off requests will be limited to eighty (80) hours of time off.

- B. If time off is available after primary time 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 request. All secondary time off requests will be limited to eighty (80) hours of time off.
- C. All time off requests under this section shall be clearly marked by the member as either "primary" or "secondary" time off. Primary and secondary time off will have priority over other requests for discretionary leave.

Section 21.9 Separation Payout

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

Section 21.10 Survivor Benefit

In the event of a bargaining unit member's death, any unused vacation leave, personal leave and compensatory time 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 secondly to the estate of the member.

Section 21.11 Subpoena Leave

Members shall honor all subpoenas or notices of hearing (to include jury duty) issued to them. Upon receipt of a subpoena or notice of hearing the member should complete the "request for leave" form indicating the date(s) and time(s) for which leave will be necessary, and submit the form to his supervisor. A copy of the subpoena or notice of hearing shall be attached to the "request for leave" form. A member shall be paid his applicable rate of pay while on such leave and any other compensation received by the member for appearing is to be remitted to the employer, less parking and mileage

(unless county vehicle is used) expenses. If the concerned member can be reasonably expected to leave work in time to reach the hearing and/or return to work following the hearing, he is expected to do so. Any member who is required by the Employer to be on duty more than eight (8) hours (or ten hours if applicable) on his workday or for any hours on his day off due to being on leave provided by this section shall be paid for such leave in accordance with Section 18.2 of this Agreement.

When a member must appear on a subpoena or notice of hearing for personal reasons not work related, excluding jury duty, leave under this section cannot be granted, but the member may apply for vacation, personal or compensatory leave to insure compliance with the subpoena.

When a member must appear on a subpoena or notice of hearing for personal reasons which are work related, and in which the employer is an adversarial party, leave under this section will only be granted for time that is encompassed within his scheduled work shift, and such time shall not be considered hours worked for purposes of computing overtime.

Section 21.12 Military leave

- A. Members who are also members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Defense Corps, the State and Federal Militia, or other reserve components of the armed forces of the United States, are entitled to short-term military leave, with full pay, for up to thirty-one (31) days, but no greater than one hundred seventy-six (176) hours in any calendar year, for such time as they are in military service on field training or active service. When a member is scheduled for military service and has provided documentation, he shall be excused from duty and marked on "military leave" of eight (8) hours for any day of military service occurring on a member's regular workday. Leave in excess of thirty-one (31) calendar days, and greater than one hundred seventy-six (176) hours in a calendar year shall be taken as military leave without pay, vacation leave, personal leave or compensatory time. The member shall submit the desired leave

request through his chain-of- command for approval.

- B. A member who is ordered into active duty by the Governor of the State of Ohio or by the President of the United States, upon expiration of the aforementioned short- term paid military leave of one hundred seventy-six hours, shall be paid either the difference between their regular base salary less whatever amount such member receives as military pay or five hundred dollars (\$500.00) per month, whichever is less. If the member's military pay exceeds his or her regular base pay, the member shall not receive any additional compensation from the Sheriff's Office. The member shall be eligible for this differential pay upon expiration of the Sheriff's Office short- term military paid leave. In order to qualify for this differential pay, the member shall, upon receipt of his or her military pay voucher which documents the military pay rate and dates of the pay period, submit a copy to the Sheriff's Payroll. The differential pay shall cease upon the member's release from active duty. The member does not accrue vacation and sick leave while on extended military leave; however, the member shall continue to receive all health insurance benefits provided under Article 24. This Section B may be overridden by any memorandum of understanding executed by the parties.

ARTICLE 22. SICK LEAVE

Section 22.1 Sick Leave Conversion and Entitlement

- A. If a member is killed in the line of duty, all of the member's accrued but unused sick leave shall be paid at one hundred percent of the member's base rate of pay to the member's surviving spouse, domestic partner or secondarily to the member's estate.
- B. 1. If a member separates from active service with the requisite minimum service of eight (8) or more years, the member may elect to be paid for all, or a designated part, of the member's accrued but unused sick leave credit, paid at twenty-five percent of the member's base rate of pay.
2. If a member separates from active service with the requisite service of

eighteen (18) or more years, the member may elect to be paid for all, or a designated part, of the member's accrued but unused sick leave credit, paid at fifty percent of the member's base rate of pay.

3. A member with eighteen (18) or more years of continuous service with the Sheriff's Office may elect to be paid a one time payment of up to three-quarters (3/4) the member's accrued sick leave balance, not to exceed 1,000 hours. Accrued sick leave payout shall be paid only once to any member. This payment shall be paid at fifty percent of the member's hourly base rate of pay at the time that the request is approved. The remaining sick leave balance shall be available for the member's use or paid in accordance with B. 1 or B. 2, above.
- C. In the event a member dies while employed by the Sheriff, except as provided in paragraph A of this Section, and the member has the requisite minimum service listed in paragraph B of this Section, the member's spouse, domestic partner or secondarily the member's estate shall be paid according to the schedule set forth in paragraph B of this Section.
 - D. Requisite service shall be defined as service with the Employer and prior service with the State of Ohio, any political subdivision thereof, or any combination thereof, provided a member has notified the Human Resources Department of any such prior service and the Employer has received verification of such prior service.
 - E. If a member with such prior service has received a pay out from a previous employer for accrued but unused sick leave hours, no sick leave credit will be given to the member by the Employer for such prior service.
 - F. Accrued sick leave payout shall be paid only once to any member. This payment shall be based on the member's applicable hourly rate of pay at the time of retirement, resignation or death, and, eliminates all sick leave credit accrued but unused by the member at the time payment is made. There will be no annual sick leave cash in.
 - G. Each member shall earn sick leave at the rate of 4.6 hours for eighty (80) or more hours while on active pay status in a pay period. The time credit is strictly proportionate to the hours in paid status in any pay period.

Section 22.2 Uses of Sick Leave

- A. Sick leave shall be granted to an employee only upon approval of the Sheriff and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family living in the same household. (In case of a member of the immediate family not living in the same household, the Employer may credit sick leave when it appears justified).
 2. Medical, dental, or optical examination or treatment of an employee or member of his immediate family living in the same household (in case of a member of the immediate family not living in the same household, the Employer may credit sick leave when it appears justified).
 3. If a member of the immediate family living in the same household (in case of a member of the immediate family not living in the same household, the Employer may credit sick leave when it appears justified) is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
 4. Pregnancy and/or childbirth and other conditions related thereto.

Section 22.3 Sick Leave Mark Off Statements.

After a member's third (3rd) sick leave mark off within a calendar year for personal reasons, for which no statement from a health care provider has been submitted to substantiate sick leave use, the member must submit a statement from a health-care provider upon his or her return to work. This statement must state the reason for any subsequent sick leave mark off within the calendar year for personal reasons.

After a member's third (3rd) sick leave mark off within a year for an immediate family member living in the same household for which no statement from a health-care provider has been

submitted to substantiate sick leave use, the member must submit a statement from a health-care provider upon the member's return to work. This statement must state the reason for any subsequent sick leave mark off within the calendar year for an immediate family member living in the same household.

In instances where the member or a member of his or her immediate family living in the same household suffers from a chronic or long-term health condition which necessitates the member's continuing use of sick leave, the Sheriff may, upon written request of the member and upon submission of a statement from a health-care provider substantiating the chronic or long-term health condition, waive the requirement for submission of any statements from health-care providers under this Section.

A chronic or long-term health condition is defined as a condition necessitating treatment by (or under supervision of) a health-care provider, which condition is incurable or so severe that if not treated would likely result in a period of incapacity of more than three (3) calendar days, or for prenatal care.

If a member fails to submit a statement from a health-care provider, as required by this Section, then the member may be marked (LWOP) leave without pay for each day not worked.

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

Section 22.4 Bereavement Leave

Upon the death of a member of the immediate family of a bargaining unit member, that member shall be granted leave with pay, not to be deducted from other accrued leave, on the following basis:

- A. Forty (40) hours (i.e., five working days for members working eight hour shifts, four working days for members working ten hour shifts) off if the member attends an out-of-state funeral;
- B. Forty (40) hours (i.e., five working days for members working eight hour shifts, four working days for members working ten hour shifts) off to attend a funeral for the member's mother, father, spouse, domestic partner, son, daughter, sibling, or current stepchild, domestic partner's child, or loco parentis;
- C. Three (3) working days off for in-state funeral of any immediate family members not listed in "B" above. However, at the discretion of the employer, and on a case-by-case basis, an additional two days can be granted for in-state bereavement leave for unusual mitigating circumstances.
- D. Bereavement leave may only be taken within the fourteen (14) day period of time that commences with the day of the death of the member's relative. However, at the Sheriff's discretion, this period may be extended based upon the circumstances (e.g., funeral or memorial service is held more than fourteen (14) days after the day of the death).
- E. One (1) working day leave to attend the funeral of any "in-laws" of the member's immediate family not already specifically provided for.
- F. An additional two (2) working days leave shall be allowed for an out of state funeral. This leave must be taken as vacation, personal day, compensatory time or sick leave at the member's choice.

Section 22.5 Immediate Family Defined

As used in this Article the term "immediate family" shall be defined to include great-grandparents, great-grandparents-in-law, grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, fathers, fathers-in-law, mothers, mothers-in-law, spouses, domestic partner, children, including current step-children and domestic partner's children, grandchildren, aunts, uncles, nieces, nephews, a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 22.6 Sick Leave Charge

Sick leave pay shall be charged at the rate of .25 hours for each .25 hours of regularly scheduled work from which the bargaining unit member is absent. A minimum of .25 hours will be charged for the use of sick leave.

Section 22.7 Sick Leave Eligibility

Eligibility for sick leave allowance shall begin after the completion of two full pay periods of service.

Section 22.8 Extended Sick Leave

The Employer may allow members who have exhausted sick leave to borrow up to thirty (30) sick days of future sick leave in the event of any serious illness. These sick days are to be charged to future sick leave accumulation or to be deducted from pay on separation from the Employer. Additional extensions of sick leave may be approved by the Sheriff. This provision shall not be available for those members who have abused regular sick leave.

Section 22.9 Leave Donation Program

1. Purpose. It is recognized that occasions may arise where a member exhausts all of his or her paid leave time due to a serious illness or injury of the member or to the member's immediate family member. In order to allow such a member to continue on active service, this Leave Donation Program is established whereby members may voluntarily donate accrued but unused sick leave or vacation leave to any qualifying Sheriff's Office employee in need. It is also recognized that a member, who has been on injury leave and who has exhausted the 1,040 hours of injury leave provided for in Article 20, and would otherwise be qualified for injury leave and who cannot return to duty as a result of the qualifying injury, shall be eligible for time donation up to a maximum of 1,040 hours.

2. Qualifications. The qualification for donations to and use of the Leave Donation Program are to be established by a four-member Leave Bank committee composed of the Sheriff, or his designee, the Director of Administrative Services, and a bargaining unit member from each bargaining unit selected by the Lodge President, or his designee.

Qualifications for donation established by the Committee shall include the following provisions:

- A. Leave may be donated upon call of the Committee. The Committee shall call for donations when a member's request for use is approved or when necessary to maintain a sufficient balance of hours for an employee who is using the Program.
- B. Members donating leave shall do so in increments of four (4) hours on a form supplied by the Human Resources Office.
- C. In the event that an employee is approved for donated leave use, and receives donated leave, such leave, if designated to the specific employee shall be processed only until the authorized maximum amount is met or exceeded. Designated donations which have not been processed after contributions have met or exceeded the maximum allowance shall not be processed.

The qualifications established by the Committee shall include the following provisions as to use of the time:

- A. A member who applied to use the Leave Donation Program shall direct a written request for use to the Committee. The member shall describe the circumstances of the serious illness or injury prompting the request; or if the member has exhausted 1,040 hours of injury leave, the member must provide current medical documentation that verifies the need for additional leave.
- B. The applying member 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.

- C. The Committee shall review any applying member'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.
- D. The Committee, by majority vote, shall, after investigation of the request, decide whether a member'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 a member's application. With the exception of decisions relating to members who have exhausted 1,040 hours of injury leave, the Committee's decision shall be final and binding, with no appeal to the grievance procedure. In reaching a decision under this paragraph, the committee and the Sheriff recognize that all applications from members qualified for injury leave who have exhausted 1,040 hours of injury leave shall be approved for leave donation up to a maximum of 1,040 hours. The allocation of hours from the leave donation bank shall be determined by the committee and shall not be grievable.
- E. A member using the Program shall return to duty as soon as the medical condition necessitating the use allows his or her return to duty. Failure to do so shall cause the Leave Bank Donations to cease.
- F. If a member using the Leave Donation Program is separated from service, no cash payment shall be made to the member from any time which comes from the Leave Bank.
- G. If a member does not use the total number of hours authorized for use, any unused hours shall be retained in the Program for use by other members whose request for use of the Program are authorized by the Committee.

ARTICLE 23. FMLA LEAVE

Eligible members are afforded leave as provided by the Family and Medical Leave Act, which is fully addressed in the FMLA Administrative Regulation and in compliance with the Family Medical Leave Act.

ARTICLE 24. INSURANCE

Section 24.1 Health, Hospitalization, Surgical, and Major Medical

For the duration of this Agreement, the Employer shall maintain for all bargaining unit member's health, hospitalization, surgical, major medical coverage, and prescription card plans. Current coverages shall remain in effect until the County determines the need to modify that plan for all County employees. If the County determines the need to modify that plan, the Lodge will be consulted as members of the Joint Benefits Committee.

Any changes in the overall County plan design will be discussed prior to implementation with the Joint Benefits Committee. Routine changes in prescription formulary are not part of the plan design.

All employees who work in a position scheduled for less than 1,560 hours per year will not be eligible for health insurance benefits (i.e., regular part-time employees).

Effective when the contract becomes effective by law or by ratification, whichever is earlier, but not later than April 1, 2014, employees will pay no more than \$110 a month towards the health insurance premium to cover themselves and any child(ren) they may have. Effective when the contract becomes effective by law but not later than April 1, 2014, employees who choose to cover their spouse or domestic partner will pay no more than \$230 a month towards the health insurance premium. This \$230 is not in addition to the \$110, that is to say, in the event that an employee chooses to cover him/herself, any children and his/her spouse or domestic partner, he/she will pay \$230 to cover all of them.

Effective April 1, 2014, employees will pay no more than \$125 per month for employees to cover themselves and any child(ren) they may have and no more than \$250 per month for employees who choose to cover their spouse or domestic partner. This \$250 is not in addition to the \$125, that is to say, in the event that an employee chooses to cover him/herself, any children and his/her spouse or domestic partner, he/she will pay \$250 to cover all of them.

Effective April 1, 2015, employees will pay no more than \$135 per month for employees to cover themselves and any child(ren) they may have and no more than \$270 per month for employees who choose to cover their spouse or domestic partner. This \$270 is not in addition to the \$135, that is to say, in the event that an employee chooses to cover him/herself, any child(ren) and his/her spouse or domestic partner, he/she will pay no more than \$270 per month to cover them all.

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. The prescription co-pay formula adopted by the Board of Commissioners on November 22, 2005, and becoming effective January 1, 2006, will apply to the bargaining unit members, except that the County may propose changes as indicated in this section.

Section 24.2 Personal Liability Insurance

The Employer shall indemnify and defend from liability all members in actions which arise out of and are performed within the course and scope of their employment with the Sheriff's Office.

Section 24.3 Dental Care Plan

For the duration of this Agreement, the Employer shall maintain for all bargaining unit members the dental coverage currently in effect as provided under the County plan for employees under the direct auspices of the Franklin County Board of Commissioners, except that the County may propose changes as indicated in Section 24.1.

Section 24.4 Vision Care Plan

The Employer shall maintain for all bargaining unit members the vision care coverage currently in effect as provided under the County plan for employees under the direct auspices of the

Franklin County Board of Commissioners, except that the County may propose changes as indicated in Section 24.1.

Section 24.5 Life Insurance

The Employer shall provide and pay the premiums for individual life insurance coverage with a death benefit of \$50,000.00 for each bargaining unit member. A member, at his own expense shall have the option of obtaining supplemental life insurance coverage for himself, spouse or domestic partner, dependent children through the Employer at the group rates offered by the carrier based on the criteria of their contract.

Section 24.6 Employee Assistance Program

For the duration of this Agreement, the employer shall maintain the employee assistance program coverage in effect as provided under the County plan for employees under the direct auspices of the Franklin County Board of Commissioners for each member and his family except that the County may propose changes as indicated in Section 24.1. All Employee Assistance Program services shall be confidential in accordance with the federal law and regulations. The program shall be provided in accordance with the following "policy statement".

POLICY STATEMENT

Joint Labor-Management

The Franklin County Sheriff's Office (Employer) and the Capital City Lodge #9, Fraternal Order of Police, (Lodge) jointly believe that it is in the best interest of the Employer, the Lodge, the employee, the employee's family and the community to provide an employee service 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 has the desired effect of resolving the employee's problems and unsatisfactory performance prevails.

The Employer and the Lodge 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 Employer 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 Coordinator.
- 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 of FCSO or Franklin County.
- D. In instances where it is necessary, sick leave shall be granted for treatment or 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 Employer and the Lodge.

- 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 Employer and the Lodge.

PROCEDURES

1. Employees are encouraged to voluntarily seek assistance through the Employee Assistance Program when they believe a personal problem or problems of a family member pose(s) a threat to their job performance or personal well being.
2. When there is a recognized job performance problem or the employee shares with the supervisor or Lodge representative a personal problem that appears to be serious, the supervisor or Lodge representative should suggest that the employee contact the Employee Assistance Program. If the employee needs help in making the contact, the supervisor or Lodge representative should offer to facilitate the process to make access to the program as easy as possible for the employee.
3. 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 employee can hinder that objective, the role of supervision in the Employee Assistance Program is very important.
4. If the supervisor believes that an employee's personal problems may be contributing to unsatisfactory performance, the following steps shall be taken:
 - A. Using the existing record keeping systems, have documented examples of changes in performance, with specific data regarding dates, places and events when possible.
 - B. 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.

- C. When in doubt as to whether the cause of unsatisfactory performance is due to a personal problem, utilize the Employee Assistance Program Coordinator for assessment and referral.
- D. 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.
- E. Be sensitive to the employee's needs while the employee is using the program, and participate as needed in the continuing recovery plan.

Section 24.7 Safety Clause

The employer shall furnish and maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the employer.

Section 24.8 Sanctity of Coverage During the term of this Agreement, the Employer shall furnish to the Lodge, upon request, copies of documents and/or contracts relating to the coverages (including scope of coverage and level of benefits) provided to bargaining unit members under the sections of this Article.

Section 24.9 Health and Physical Fitness Incentive Program

- A. **Scope.** The Sheriff's Office and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all officers. Therefore, a program has been developed that includes a health and wellness educational component, and encourages acceptable levels of physical fitness. The program is voluntary. Because of the unique nature of the job requirements, the program applies only to members of the bargaining unit covered by this collective

bargaining agreement. All such members are strongly encouraged to actively participate in the program and improve their level of health and fitness. Those members who comply with the procedural requirements, satisfactorily complete the testing process and meet or exceed the established fitness standards during an annual fitness evaluation will be eligible for the incentive provided herein.

- B. **Program Design.** Each member will have one opportunity to participate in the Physical Fitness Testing (PFT) program one time each calendar year. If a member anticipates taking the PFT during the calendar year, the member shall notify the Sheriff's Office during the annual filing period in a manner mutually agreeable to the parties. The annual filing period shall be January 1 through January 31 each year. Any member who fails to provide notification, but wishes to participate in the PFT shall be permitted to participate upon a showing of reasonable cause and subject to scheduling availability.

Upon satisfactory completion of the PFT, if the member meets or exceeds the established standards for the incentive, the Training Academy staff will notify the Director of Human Resources. No notification of any kind will take place if a member takes the PFT and does not meet the incentive standard, although periodic composite information (not traceable to individual members' performance) concerning the overall health and fitness levels of members who participate, will be provided to the Sheriff and the Sheriff's management team.

- C. **Physical Fitness Test (PFT).** The PFT will consist of the following phases:
1. **Upper Body Strength.** Upper Body Strength will be determined through the performance of push-ups. Members will be given (1) minute to complete the push-ups. Members will be evaluated in this event in accordance with Chart A.
 2. **Endurance.** Endurance will be determined by a run. Members will be evaluated in this event in accordance with Chart A. Members electing to participate in both the $\frac{3}{4}$ and 1.5 mile runs shall be permitted to do so simultaneously.
 3. **Abdominal Strength and Muscle Endurance.** Abdominal Strength and Muscle

Endurance will be determined through the performance of sit-ups. Members will be given one (1) minute to complete the sit-ups. Members will be evaluated in this event in accordance with Chart A.

- D. **Confidentiality.** This program is designed to educate and encourage members to maintain good health and physical fitness. All records shall be maintained by the Human Resources Office. Periodic composite information (not traceable to individual members' performance) concerning the overall health and fitness levels of members who participate will be provided to the Sheriff and the Sheriff's management team.
- E. **Successful Completion Incentive Program.** Members who meet 3 out of 4 of the PFT standards (push-ups, sit-ups, ¼ mile run and/or 1.5 mile run) shall receive a physical fitness incentive. Members who have met the PFT standards as provided for herein shall receive a reduction in the applicable health insurance premium contribution amount owed by the member in the amount of \$480 for one year. This decrease in the member's annual health insurance contribution amount shall be administered in equal installments each month on a bimonthly basis.

Chart A -Physical Fitness Test

<u>Age</u>	<u>Physical Test</u>	<u>Males</u>	<u>Females</u>
29 and Under	Sit-ups (1 min)	35	30
	Push-ups (1 min)	26	13 or 20*
	¼ Mile Run	5:59	7:08
	1.5 Mile Run	14:22	17:06
30-39	Sit-ups (1 min)	32	22
	Push-ups (1 min)	20	9 or 15*
	¼ Mile Run	6:13	7:37
	1.5 Mile Run	14:54	18:17
40-49	Sit-ups (1 min)	27	17

	Push-ups (1 min)	15	7 or 10*
	¾ Mile Run	6:33	8:07
	1.5 Mile Run	15:42	19:28
50-59	Sit-ups (1 min)	21	12
	Push-ups (1 min)	10	5 or 9*
	¾ Mile Run	7:17	9:03
	1.5 Mile Run	17:28	21:42
60+	Sit-ups (1 min)	17	8
	Push-ups (1 min)	7	3 or 6*
	¾ Mile Run	8:10	10:04
	1.5 Mile Run	19:35	24:10

*** Modified push-ups**

- F. Changes to the Law. This program is designed to comply with all standards set forth in the Affordable Care Act and other applicable state and federal laws. To the extent that this program is deemed to violate the law, the Sheriff's Office shall work with the Union to modify this program to the extent necessary to comply with applicable law.

ARTICLE 25. DEFINITIONS

- A. **Definitions.** The following terms are defined as follows in this Agreement:
1. **Bureau Commander.** The highest ranking officer in charge of a bureau; e.g., Detective Bureau, Records Bureau, I.D. Bureau, Civil, and reporting to the Division Commander.
 2. **Calendar Days.** For the purpose of counting time, "calendar days", will not include approved leaves or holidays.
 3. **Catastrophic Illness or Injury.** An illness or injury that is life threatening,

generally requires surgery, and has a prolonged recovery period, or involves multiple serious injuries. Examples include heart attack and certain cancer conditions.

4. Continuous Service. Continuous Service means the uninterrupted service of a member of the bargaining unit 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 a member is paid by warrant of the County Auditor. Time on approved FMLA leave (480 hours/year), authorized leave without pay, leave with pay, and military leave shall be counted as continuous service.
 - A. 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, a member's date of continuous service shall be the date that the person returned to active duty.
 - B. Partial Break in Service. Partial Break in Service shall include a separation from service of thirty-one days or more for unpaid educational leave, absence without authorized leave for thirty-one days 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, a suspension of greater than thirty days, etc.). When a "partial break in service" occurs, the member's service is to be adjusted by the number of days that the member was not in service. This shall be done by counting the number of days during the break in service and then adjusting the member's start date forward in time by an equal number of days.

5. Counseling. Meeting with a member, reviewing the circumstances and facts of an alleged misconduct, explaining what work rules or regulations were violated and how and explain the conduct that would have been appropriate.
6. Current Stepparent. The current spouse of an employee's parent who married the employee's parent when the employee was eighteen (18) years of age or younger.
7. Days off. A member's days off are a contiguous forty-eight (48) hours for a five (5) workday week or seventy-two (72) hours for a four (4) workday week beginning eight (8) hours after the end of the member's regular forty (40) hour workweek.
8. 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 similar nature.
9. Division. Any one of the following: Criminal, Investigation, Corrections or Administration.
10. Division Commander. The highest ranking officer in charge of a division; i.e., Criminal Division, Investigative Division, Corrections Division and Administrative Division, reporting directly to the Sheriff.
11. Domestic Partner. A domestic partner is defined in the Health Plan Document and is summarized here as an adult with whom the employee shares a permanent residence, is in a sole relationship for six months and intends to remain indefinitely, is not married to or legally separated from another person, shares responsibility for each other's common welfare, is at least 18 years of age and mentally competent, not related to each other by blood to a degree of closeness that would prohibit marriage. Documentation evidencing a domestic partnership includes domestic partnership registry and/or affidavit for Health Plan participation.

12. Funded Staffing Levels. Bargaining Unit positions that any money is allocated for as reflected on the continually updated Position Control Roster.
13. Personnel File, General Access. This personnel file is the file addressed in Article 7, Section 9 of this Agreement. The personnel documents maintained in this file shall not contain personal information. If an original document contains member's personal information, such information shall be redacted from any copies of that document that are placed in the General Access Personnel File. The original document shall be filed in the member's Limited Access Personnel File.
14. Personnel File, Limited Access. The Personnel Office shall maintain a limited access personnel file which contains original documents and any copies thereof that contain the employee's personal information. Records removed from personnel files pursuant to this Agreement shall be maintained in a limited access file utilized only for administrative purposes or as requested pursuant to statutory requirements. When a public records request is made to view or duplicate documents contained in a member's limited access personnel file, notification, which sets forth the name of the requester and name of the reviewer of the file, when available, shall be given to the member. This notification is not required when the member has previously signed a written consent, a court has ordered its release, or the information is subpoenaed. Similarly, the notification is not required when the request is made by agents of the Auditor of State, the County Auditor, taxing authorities, law enforcement agencies, children's services agencies or other governmental agencies who legitimately require such information for the performance of their duties.
15. Personal Information. Personal information includes the employee's social security number, medical records, residence address, personal telephone numbers, and the names, addresses, and telephone numbers of the employee's family members. The parties recognize that certain personal information is not subject to disclosure as a public record under state law (i.e., social security

numbers, medical records, residence address, personal telephone numbers, and the names, addresses, and telephone numbers of the employee's family members, or any other documents prohibited from disclosure by state or federal law), and that information shall be maintained in the member's limited access personnel file and not be disclosed in response to a public records request.

16. Position Descriptions. The employer will provide the Lodge with a written position description for each job assignment held by bargaining unit members. Any change in a position description for a job assignment will be discussed at either a formal or informal Labor Relations meeting prior to the change being made.
17. Pre-disciplinary Hearing. A formal hearing where a member has an opportunity to address disciplinary charges before disciplinary action is taken. It would include a pre-termination hearing.
18. Sheriff. Any reference to the term Sheriff also includes within that meaning the Acting Sheriff.
19. Sheriff's Office Seniority/Seniority.
 - A. In the non-supervisory bargaining unit a member's seniority date is the date of his employment into the Deputy (POTC) and/or Deputy (NON-POTC) classifications or predecessor classifications. If the seniority date is the same, then seniority will be determined by the last four digits of the member's social security number, with the lowest number being first in progression (zero being lowest). For members with the same seniority date who were hired after January 1, 2014, seniority will be determined by the member's final ranking in the Basic Corrections class. If all of the above steps to determine seniority are the same then the Sheriff will determine seniority.
 - B. In the supervisory bargaining unit a member's seniority date above the rank of Corporal is the date of the member's promotion into the member's current rank subject to the following:

1. Members promoted to the rank of Sergeant or Lieutenant prior to October 1, 1993, who have the same promotion date, seniority will be determined in accordance with #1 above.
 2. Members promoted to the rank of Sergeant or Lieutenant on or after October 1, 1993, who have the same promotion date, seniority be determined by total promotion test score. In cases of a tie score, seniority will be determined in accordance with #1 above.
 3. Members promoted to the rank, or already holding the rank, of Corporal who have successfully completed their one year probationary period shall, in addition to the current service as a Corporal, be credited with fifty percent of their time as a Franklin County Sheriff's Deputy (or equivalent classification with this Office). Such additional seniority shall not be considered when determining eligibility for the Sergeant's exam.
- C. If a member is reduced in rank his seniority is determined by his original date of promotion/employment in the classification he is reduced to minus the time spent in the classification he was reduced from, except for probationary or voluntary reductions in which case the seniority date is determined by the original date of promotion/employment in the classification he is reduced to.
- D. The seniority date of a member who is rehired or reinstated shall be the date of rehire or reinstatement, unless specified otherwise in a legal order for reinstatement or a settlement agreement between the Employer and the Lodge.
20. Sick Mark Off. Any mark off from duty for the reasons set forth in Section 22.2, Uses of Sick Leave, of this Agreement. Except for the reasons set forth below.

- A. When addressing issues related to qualification for job transfer, promotion, time donation and enrollment in Peace Officer Training Certification class:
 - 1. Use of sick leave in an amount less than eight (8) hours for a medical appointment shall not be considered;
 - 2. When a member reports for duty and then uses sick leave for a personal illness or an illness in the member's qualifying family after having completed at least five (5) hours of work, such mark offs shall not be considered.
- B. When determining a member's entitlement to the vacation incentive for non-use of sick leave as provided in Section 21.2:
 - 1. Time off for one (1) documented annual physical examination per year, two (2) documented dental examinations per year, and one (1) documented eye examination per year shall not be considered;
 - 2. When a member reports for duty and then uses sick leave for a personal illness or an illness in the member's qualifying family after having completed at least five (5) hours of work, such mark offs shall not be considered.
- 21. Special Assignment. When a member is placed on special assignment he shall continue his entitlement to wages, benefits, seniority accrual, promotional consideration and any other benefits allowed a member as though he were at all times performing his job related duties.
- 22. Uniformed Employees. Uniformed employees shall mean sworn employees who are required to maintain uniforms, pursuant to administrative regulations currently in effect, including employees subject to assignment in plain clothes.
- 23. Work-Related Degree. A bachelor's or associate's degree with a major in criminal justice, criminology, law enforcement, business administration, business management, communication arts, economics, cross-disciplinary studies,

philosophy, political science, psychology, social science, and sociology are considered work-related. A master's degree in business administration or public administration, and Juris Doctorate is also considered work-related. Courses as a part of other majors, at any level, may be submitted to the Sheriff for consideration to determine if they meet the criteria of "educational courses that directly benefit the member in his or her duties in the Sheriff's Office."

B. Miscellaneous

1. Special Duty. Every special duty assignment shall first be offered to the FOP bargaining unit members via recording on the Sheriff's special duty hotline at least 24 hours in advance, when possible, of the special duty assignment date, specifying the name of the special duty employer, the nature and location of the special duty work, and the date and hours of the assignment.

ARTICLE 26. DURATION

Section 26.1 Duration The provisions of this Agreement are effective upon the date of the ratification of this Agreement by the bargaining unit members and the approval of the Agreement by the Franklin County Board of Commissioners, whichever is later, except that the parties have agreed wages shall be retroactive to the first full pay period in January 2013. This collective bargaining agreement shall be in full force and effect through Midnight, December 31, 2015. Overtime associated with the 2nd or 3rd shift commencing on December 31, 2015 shall be compensated under this contract. Any negotiations toward a successor agreement shall be conducted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code, including the dispute settlement procedure in Section 4117.14 of the Ohio Revised Code. Successor negotiations shall be conducted through multi-unit bargaining. The current Agreement shall remain in full force and effect until a successor agreement is effective.

Section 26.2 In Term Bargaining

In Term bargaining results shall not be an intrusion of management rights. Implementation of agreement language which language affects the wages, hours, terms and conditions of

employment of a bargaining unit must be bargained in term enforced by the arbitration clause under the agreement. Matters which were not bargained for at the time of the agreement or any extension thereof in which matters affects the wages, hours, terms and conditions of employment shall be bargained between the parties forthwith, subject to enforcement by arbitration award. Matters which were negotiated and rejected by the employer herein at the time of good faith pre-term bargaining shall be treated as a management right prerogative subject to a test of reasonableness under the arbitration clause of the agreement.

Section 26.3 Enforceability of Agreement

The Franklin County Sheriff's Office, the Fraternal Order of Police, Capital City Lodge #9, and the Franklin County Board of Commissioners, all of whom were involved in the negotiations resulting in implementation of this agreement, assert and believe that the provisions of this Agreement are enforceable in a court of law, and that as signatories to the Agreement they accept and are bound by the provisions contained therein.

APPENDIX
(MOU'S AND SIDE LETTERS)

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Whereas the Franklin County Sheriff's Office and the Fraternal Order of Police, Capital City Lodge No. 9 wish to clarify the method under the current collective bargaining agreement, by which seniority is determined for bargaining unit members (Members) in rank of Corporal; and,

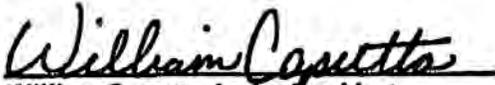
Whereas there has been some confusion with regard to determining seniority for Corporals who have the same promotion date and/or the same amount of seniority in the rank of Deputy Sheriff;

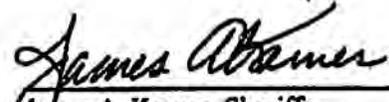
It is hereby agreed that:

1. If Members in the rank of Corporal who have not completed their one year probationary period have the same promotion date, seniority between such Members shall be determined by total test score on the Corporals' promotional exam, with the higher score having greater seniority;

2. If Members in the rank of Corporal who have completed their one year probationary period have the same promotion date and the same amount of seniority in the rank of Deputy Sheriff, seniority between such Members shall be determined by total test score on the Corporals' promotional exam, with the higher score having greater seniority.

Entered into this 21st day of February, 2000.


William Capretta, Lodge President


James A. Karnas, Sheriff

MEMORANDUM OF UNDERSTANDING

WHEREAS the Franklin County Sheriff's Office ("Sheriff") and the Fraternal Order of Police, Capital City Lodge No. 9 ("Lodge") desire to clarify the amount of leave that a bargaining unit member may be granted under Section 17.2 of the collective bargaining agreement for purposes of education or training; and,

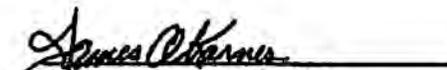
WHEREAS the Sheriff and the Lodge agree that it has been a practice to include travel time within the educational and training leave that has been granted for bargaining unit members;

IT IS HEREBY AGREED, as follows:

1. Bargaining unit members granted educational or training leave pursuant to Section 17.2 of the collective bargaining agreement shall be granted an amount of time off that covers *both* the member's time in class *and* travel time of thirty (30) minutes each way;
2. The inclusion of travel time in educational and training leave does not increase the maximum time off permitted under Section 17.2 of the contract.

Entered this 12th day of September, 2000.


William Capretta, Lodge President


James A. Karnes, Sheriff

MEMORANDUM OF UNDERSTANDING

WHEREAS the Franklin County Sheriff's Office ("FCSO") and the Fraternal Order of Police, Capital City Lodge No. 9 ("Lodge") desire to address and clarify (a) the intent of Section 21.7 of the Collective Bargaining Agreement and (b) the procedure by which bargaining unit members assigned to the Corrections Division will be scheduled when compensatory time off is requested; and

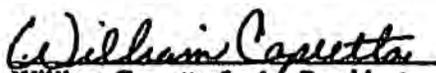
WHEREAS the FCSO and the Lodge desire to afford members the opportunity to take compensatory time off while maintaining adequate staffing for the safety and security of the FCSO correctional facilities;

IT IS HEREBY AGREED, as follows:

- 1. This Memorandum of Understanding applies only to overtime needed to be used or used to fill compensatory time off requests within the Franklin County Correctional Facilities.**
- 2. Ninety-six (96) hours prior to the start of each shift, correctional facility supervisors shall determine whether the number of compensatory time off requests that have been submitted need to be filled by overtime positions in order to maintain adequate and safe facility staffing for the shift in question. This determination will take into account the particular needs of the facility, which will include consideration of the number of members who are scheduled off duty (e.g., vacation, personal leave, sick leave) and who have requested time off on compensatory time.**
- 3. As soon as practicable, but no later than seventy-two (72) hours prior to the start of each shift, correctional facility supervisors, after conferring with and obtaining the approval of the facility commander, shall post the number of overtime positions that have been determined necessary for the shift in question. Said overtime positions shall then be filled on a voluntary sign-up basis by members who are eligible to fill such positions. The posting for overtime positions shall remain open for a period of twenty-four (24) hours.**
- 4. If all of the posted overtime positions are not filled on a voluntary basis, the FCSO will not be required to fill any remaining positions through pre-scheduled or mandatory overtime assignments.**
- 5. If all of the posted overtime positions are not filled on a voluntary basis, the requests of members for compensatory time off for the shift in question may be denied by the correctional facility supervision.**

6. If the posted overtime positions are not filled on a voluntary basis and correctional facility supervision determines that it will be necessary to cancel compensatory time off requests, said requests shall be canceled in reverse order of the time that they were received, with the latest requests being canceled first. If two requests were received at the same time, the request of the member with the least amount of seniority will be denied first.
7. Members who have requested compensatory time off will be required, prior to taking said time off, to verify with their shift supervision that their request has been approved, and members who have not obtained written or verbal approval of their compensatory time off request, are required to report to duty at their regularly scheduled time.
8. Upon implementation of the foregoing procedure, it is agreed that no member's previously approved vacation or personal leave shall be canceled to permit another member to take compensatory time off.
9. The procedure and terms set forth herein reflect the understanding of the parties with respect to (a) the intent of Section 21.7 of the collective bargaining agreement and (b) the procedure by which bargaining unit members assigned to the Corrections Division will be scheduled when compensatory time off is requested, and such procedure and terms shall be applicable notwithstanding any party's interpretation of past practice regarding or application of Section 21.7 of the Collective Bargaining Agreement.

Entered this 21st day of November, 2002.


William Capretta, Lodge President


James A. Karnes, Sheriff

MEMORANDUM OF UNDERSTANDING
between
the Franklin County Sheriff's Office
and
the Fraternal Order of Police, Capital City Lodge No. 9

WHEREAS, a binding arbitration decision and award has been issued to the Franklin County Sheriff's Office ("FCSO") and the Fraternal Order of Police, Capital City Lodge No. 9 ("Lodge"), with respect to Grievance No. 2002-27; and,

WHEREAS, said decision and award requires the establishment of a system to make training opportunities available to senior deputies who desire to bid on instructor positions; and,

WHEREAS, the parties desire to clarify the procedure that will be followed with respect to the posting of, and authorization for attendance at, certain training courses;

THEREFORE, it is hereby agreed, as follows:

- A. Beginning on November 1 and continuing through November 30 of each calendar year, the FCSO will post a "training sign-up" sheet for all members of the Lodge's bargaining units who wish to apply to attend the training courses that will permit them to become certified in law enforcement "Basic Instructional Skills", or other specialized areas of law enforcement instruction. Following the close of the posting and on or before January 7 of each calendar year, the FCSO will notify the four (4) most senior deputies and the two (2) most senior supervisors (based upon total FCSO seniority and not seniority in rank) who have applied for each of the aforesaid training courses that they have been approved to attend such training. Notwithstanding the foregoing, no member will be approved or permitted to attend such training if they do not meet the "selection criteria" set forth in Section 9.5 (A), (B) or (C) of the collective bargaining agreement.
- B. In addition to the foregoing, it is agreed that the FCSO will make a good faith effort to enroll the selected members in the instructional training courses that they have been approved to attend. However, if a member is unable to attend the approved training course due to limits placed on enrollment by the course provider, then the member shall be given the opportunity to apply for and be approved to attend said training during the following calendar year, with said member having priority over all other members.
- C. In the event that any members, who have been approved to attend an instructional training course pursuant to paragraph A., above, are unable to attend the course due to personal hardship or are disqualified by application of Section 9.5 (A), (B) or (C) from attending the course, then the FCSO will make a good faith effort to fill the training slots vacated by such members with the next most senior members who had applied to attend that training course.

Post-it® Fax Note	7871	Date	11-18-03	# of pages	2
To	<i>Pat</i>	From	<i>Bridget</i>		
Co./Dupl.		Co.			
Phone #		Phone #			
Fax #	<i>3560</i>	Fax #			

- D. A member who has been approved to attend an instructional training course pursuant to paragraph A., above, and who has been enrolled to attend such course, may not withdraw or decline to attend the course without good and just cause. If the member does not have good and just cause for withdrawal from the course, the member shall be prohibited from applying to attend another training course for a period of two years. In addition, any member who has been approved to and does attend an instructional training course pursuant to paragraph A., above, and who fails to pass the training course and/or obtain the instructor's certification that is provided by the course, shall be prohibited from applying to attend another instructional training course for a period of two years.
- E. This Memorandum of Understanding shall be considered to be a clarification of Article 9 of the collective bargaining agreement, and any breach of this Memorandum of Understanding is subject to the grievance and arbitration procedure set forth at Article 5 of the collective bargaining agreement. This Memorandum of Understanding does not delete or alter any current language in the collective bargaining agreement.

Entered this ^{June} 20 day of May 2003.

William Capretta
William Capretta, Lodge President
JUNE 29 2003

James A. Karnes
James A. Karnes, Sheriff

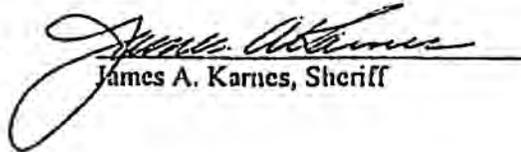
MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

In settlement of the parties' dispute regarding the application of the Memorandum of Understanding dated August 20, 2002 (which pertains to the promotions of Lieutenants Tom Hanes and Jerry Wise to Major), the Franklin County Sheriff's Office (FCSO) and the Fraternal Order of Police, Capital City Lodge No. 9 (FOP) hereby agree, as follows:

1. The FCSO shall fill the vacancy created by the retirement of Major Jerry Wise (i.e., Training Academy Commander) by promoting a bargaining unit lieutenant to Major and assigning said Major to the vacant position at issue.
2. As a result of the aforesaid promotion, the FCSO shall promptly promote a bargaining unit sergeant, corporal, and deputy to fill the resulting lieutenant's and, thereafter, sergeant's and corporal's vacancies.
3. Immediately upon the Major's separation from the FCSO, or the Major's transfer or promotion to another position within the FCSO, the then vacant Training Academy Commander position shall revert to, and be filled by, a bargaining unit lieutenant, utilizing the transfer and assignment procedures that are set forth in the parties' collective bargaining agreement at that time.
4. This Memorandum of Understanding contains and comprises the entire agreement and understanding between the parties, and all agreements and understandings between the parties with regard to the settlement of the aforementioned dispute are embodied and expressed herein. This Memorandum of Understanding shall not be used as precedent in any future cases.

This Memorandum of Understanding, which is entered this 31 day of July, 2007, shall remain in effect until its terms have been fulfilled or it is amended by mutual agreement of the parties. This Memorandum of Understanding shall be considered to be renewed upon the effective date of each collective bargaining agreement that may succeed the parties' current collective bargaining agreement.


James Gilbert, Lodge President


James A. Karnes, Sheriff

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

WHEREAS, the Franklin County Sheriff's Office, hereinafter referred to as the FCSO, has the need to post voluntary overtime positions in both its correctional facilities, namely FCCC 1, 370 S. Front Street, Columbus, OH 43215 and FCCC 2, 2460 Jackson Pike, Columbus, OH 43223; and,

WHEREAS, bargaining unit members, hereinafter referred to as members, from all Divisions, including, Corrections/Court Services, Investigative, and Law Enforcement Divisions, of the FCSO are eligible to sign up to work said voluntary overtime positions; and,

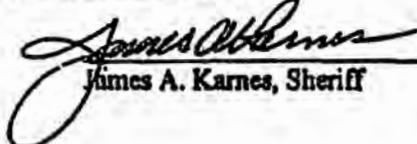
WHEREAS, it is recognized by the FCSO and the Fraternal Order of Police, Capital City Lodge No.9, hereinafter referred to as the Lodge, that the primary obligation of a member signing up to work said voluntary overtime position(s) in one of the correctional facilities is to report to their regular assignment in the Division to which they are assigned in a timely manner, namely at the beginning of their assigned shift,

IT IS HEREBY AGREED, that:

1. Members, who voluntarily sign up to work overtime in one of the correctional facilities, be allowed sufficient transitional travel time, not to exceed fifteen (15) minutes, between their regularly assigned worksite and the correctional facility in which they are scheduled to work voluntary overtime.
2. Members, who voluntarily sign up to work overtime in one of the correctional facilities, be allowed sufficient transitional travel time, not to exceed fifteen (15) minutes, between the correctional facility in which they are scheduled to work voluntary overtime and their regularly assigned worksite.
3. Members shall complete their regular duty assignment and then proceed to the voluntary overtime assignment within the transitional travel time period, not to exceed fifteen (15) minutes. Conversely, members shall be permitted to leave their voluntary overtime assignment fifteen (15) minutes early, which shall be the transitional travel time, and proceed to their regular assignment.
4. The transitional travel time, not to exceed fifteen (15) minutes, between the member's regularly assigned worksite and the correctional facility, or vice versa, shall be compensable at the applicable overtime rate.
5. A member who exceeds the transitional travel time will not be subject to discipline, provided that notice is given by the member's overtime supervisor to their regular assignment supervisor, or vice versa; or provided that notice is given by the member to their overtime supervisor or their regular supervisor if the member is unavoidably delayed by *bona fide* unforeseen circumstances during travel (e.g., traffic accidents, traffic jams, mechanical problems). Members will not be compensated for any travel time in excess of the established transitional travel time.

This Memorandum of Understanding, which is entered into this 5 day of March, 2009, is intended to address only the issue of transitional travel time involving voluntary overtime in the Correctional facilities and shall not effect compensation for overtime worked before the effective date of this MOU nor serve as a precedent for either the FCSO or the Lodge.


Jim Gilbert, Lodge President


James A. Karnes, Sheriff

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Whereas, on July 26, 2007, the Franklin County Sheriff's Office (FCSO) granted Grievance No. 2007-20 filed by the Fraternal Order of Police, Capital City Lodge 9 (FOP), whereby, pursuant to direction of the Sheriff, the remedy was to be that the "next third shift Patrol vacancy will be posted as 1 Deputy - Patrol - Children Services - Relief - 11 p.m. to 7 a.m. [*sic.*, 12 a.m. to 8 a.m.]," and "[w]henver this position becomes vacant, it will then be similarly posted",

Whereas, through inadvertence, the remedy for Grievance No. 2007-20 was never implemented,

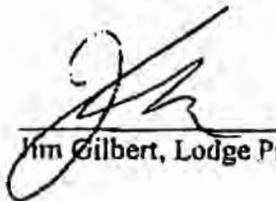
Whereas, the FOP and FCSO desire to effectuate a final resolution to the issue of posting and filling the position that is/was the subject of Grievance No. 2007-20, and to provide a means of covering the duties of that position between now and the time when the position is actually posted and filled,

It is hereby agreed as follows:

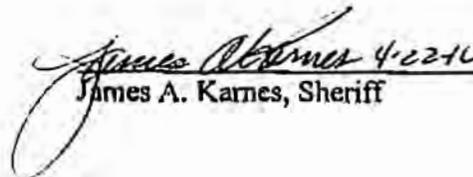
1. The next third shift general patrol vacancy shall be posted (and filled) as "Deputy - Patrol - Children Services - Relief - Third Shift - 12:00 a.m. to 8 a.m." Any subsequent vacancy in that assignment shall be similarly posted and filled.
2. Until such time as the position of "Deputy - Patrol - Children Services - Relief - Third Shift - 12:00 a.m. to 8 a.m." is posted and filled, deputies working third shift patrol will be required to cover the relief duties of such assignment (i.e., covering Third Shift Children Services for duty days Friday and Saturday), which shall be done on a rotating basis, in inverse order of seniority, starting with the least senior member and working up the list to the most senior member, but excluding members with Friday/Saturday days off assignments. Each rotation shall be a single 8 hour tour of duty. The Sheriff's Office shall maintain a list of members assigned to third shift patrol by seniority so as to keep track of the dates of such tours of duty, who has worked them, who must work the next tour of duty, etc. The list shall be subject to review by the FOP and its members. If any member is off on approved leave or otherwise is unavailable to work a rotation when his or her time to cover comes due, such members shall be skipped but shall remain on the list for the next available tour of duty that needs to be covered for the relief position. The list shall be a carryover list from year-to-year, i.e., it shall not start over until it has been exhausted, but the list shall be periodically updated to include the names of any new members assigned to third shift patrol and to insert them into the rotation and/or to strike the names of members who no longer hold third shift patrol assignments and who are therefore no longer eligible

for a rotation. Until such time as the position of "Deputy - Patrol - Children Services - Relief - Third Shift - 12:00 a.m. to 8 a.m." is posted and filled, a single 8 hour tour of duty that is worked by a deputy under the terms of this Agreement to cover the relief duties of that position will not be counted as a temporary transfer for purposes of Article 9 Section 7 (Temporary Transfers).

3. Once the position of "Deputy - Patrol - Children Services - Relief - Third Shift - 12:00 a.m. to 8 a.m." is posted and filled, should a situation arise where both this relief deputy and the regular Children Services deputy he or she relieves are off on approved leave, the relief duties shall be covered on a rotating basis in accordance with the same process specified in number 2 above and without a rotating tour of duty being counted as a temporary transfer for purposes of Article 9 Section 7 (Temporary Transfers)
4. This Memorandum of Understanding, which is entered into this 22nd day of April, 2010, is intended to address only these particular circumstances and the matters discussed herein, and it shall not serve as a precedent in any other circumstances or matters for either the Sheriff or the Lodge.



Jim Gilbert, Lodge President



James A. Karnes, Sheriff

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Whereas, the parties previously executed a memorandum of understanding to approve a temporary change of the work hours for Civil Processing deputies who work fulltime serving civil protection orders (CPO's); and

Whereas the Franklin County Sheriff's Office ("FCSO") and the Fraternal Order of Police, Capital City Lodge No. 9 ("FOP"), now desire to permanently establish the work hours of all CPO deputy assignments as they are presently occupied and into the future;

The parties hereby agree, as follows:

1. Article 18 is hereby amended to provide a new subsection as follows: "Section 18.1B. The regular work week for CPO deputy assignments shall consist of four (4) ten (10) hour days with consecutive days off. The salary and wage rates prescribed in the pay plan for the positions are based upon an average work week of forty (40) hours and a work year of two thousand eighty (2,080) hours."

2. Effective immediately, the CPO deputy assignments presently occupied by Deputies Brian Ary, Gary Lanning, and Andrew Lucas, shall be permanently changed from a five days per week, eight hours per day schedule to a four days per week, ten hours per day schedule as follows - Deputy Ary, 8 am to 6 pm Tuesday thru Friday (with Saturday, Sunday and Monday off); Deputy Lanning, 2 pm to 12 midnight Monday thru Thursday (with Friday, Saturday and Sunday off); and Deputy Lucas, 2 pm to 12 midnight Tuesday thru Friday (with Saturday, Sunday and Monday off). Once vacated, these assignments shall be posted and filled in accordance with the posting and bidding process established in Article 9, Sections 9.1 thru 9.5 and with the same four day work schedule and consecutive days off as the member who vacated them.

3. This Memorandum of Understanding contains and comprises the entire agreement and understanding between the parties and all agreements and understandings between the parties with regard to the subject matter of this Memorandum of Understanding are embodied and expressed herein.

Entered this 27th day of October, 2011.


James Gilbert, Lodge President


Zach Scott, Sheriff

SETTLEMENT AGREEMENT
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

This Agreement is entered into this 29th day of February, 2012, by the Franklin County Sheriff's Office (hereinafter "FCSO") and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter "FOP"), in order to set forth the following specific parameters, conditions and limitations on the Special Deputy Program and the use of Special Deputies (also referred to as Auxiliary Deputies or A-units). The purpose of this Agreement is to allow that Program to continue to operate in a fashion that is substantially similar to the way it was operated in the past within a defined set of criteria. This Agreement establishes bargaining unit staffing levels below which the Special Deputy Program may not operate.

To effectuate these purposes, the parties agree, as follows:

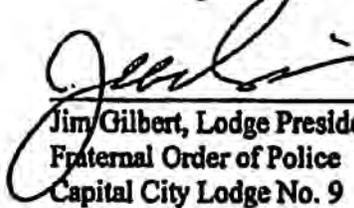
1. As the sole and exclusive exceptions to Section 3.14 of the Collective Bargaining Agreement, Special Deputies for the FCSO are authorized to perform only the following Patrol Division activities and only as specified below:
 - a. *Franklin County Board of Elections Details*, which consists of no more than 39 Special Deputies to perform traffic control at Frebis and Alum Creek Drive assisting poll workers on ingress and egress;
 - b. *Prairie Township Fish Fry*, which consists of no more than 8 Special Deputies to perform grounds security for this Prairie Township Fire Department fundraising event;
 - c. *Franklin County Fair*, which consists of Special Deputies performing gate and grounds security and assisting regular fulltime deputies at the Franklin County Sheriff's Office Fair tent;
 - d. *St. Stephens Community Center Christmas Care Program*, which consists of Special Deputies assisting with ingress/egress from 17th Avenue and assisting the public to pick up food and toy items;
 - e. *Halloween Patrol*, which consists of Special Deputies used solely to pass out candy during "beggar's night";
 - f. *Various Parades*, consisting of the purely ceremonial use of Special Deputies to participate in area parades;

- g. *OPOTA's Law Enforcement Memorial Ceremony – Honor Guard*, to assist regular fulltime deputies as part of the Franklin County Sheriff's Office Honor Guard for this ceremonial event;
- h. *Toy Ride for Children's Hospital*, which consists of no more than 2 Special Deputies who provide courtesy escorts from Scioto Downs to Children's Hospital to deliver toys for hospital patients;
- i. *MACC Music Fest (Musicians Against Childhood Cancer)*, which consists of Special Deputies assisting regular fulltime deputies and supervisors to perform gate and grounds security for this charitable event.
- j. *Honor Guard*, which generally consists of 2-to-4 Special Deputies to assist and participate with regular fulltime deputies of the Franklin County Sheriff's Office Honor Guard in ceremonial events/funerals.
- k. *Bagpipes*, which consists of Special Deputies participating and coordinating with local bagpipers to play music at ceremonial events.
- l. *Hamilton Township Fire Annual Spaghetti Dinner*, which consists of no more than 4 Special Deputies to perform traffic control at this annual fundraising event.
- m. *LIMA Company Send off*, Special Deputies may assist in ceremonial send off events of military troops departing for foreign wars, including assistance in parking cars, crowd control and traffic control assistance.
- n. *Westland Area Business Association 4th of July Event*, which consists of no more than 30 Special Deputies assisting regular fulltime deputies and supervisors with traffic control at intersections and the parade at this community event.
- o. *Mounted Unit*, Mounted Special Deputies may be used so long as the Special deputies are paired one-on-one with, and are used for the sole purpose of assisting, the mounted regular deputies within the unit.
- p. *Patrol Ride-Along*, which shall consist of Special Deputies performing ride-alongs in patrol cruisers one-on-one with regular fulltime deputies, with the regular fulltime patrol deputy driving.
- q. *DUI Checkpoints*, which shall consist of no more than 24 Special Deputies assisting regular fulltime deputies at DUI checkpoints by setting up (and disassembling) traffic control for Franklin County Law Enforcement DUI task force members and performing prisoner transports from DUI checkpoints.

- r. *Presidential and Presidential Candidate Dignitary Visits*, which shall consist of Special Deputies assisting regular fulltime deputies during presidential and presidential candidate visits, in such cases where there are not enough bargaining unit members available to handle all the required work, and where special deputies may be used to perform only those less critical jobs (such as blocking off intersections) that would not displace any bargaining unit member from performing the work.
 - s. During the response to a catastrophic event or state of emergency (e.g., an event such as the 9/11/01 terrorist attack, or other similar catastrophic event requiring deployment of all available sworn personnel), where the required work is more than can be handled by all available bargaining unit members, special deputies may be utilized. It is expected that special deputies would be used during such a catastrophe to perform less critical jobs (such as blocking off intersections) that would assist bargaining unit members in the performance of their work.
2. While performing any duties in the Patrol Division, Special Deputies are authorized/not authorized to do the following:
- a. Special deputies are only to be used as back up to a regular fulltime patrol deputy;
 - b. No Special Deputies shall be permitted to ride alone;
 - c. No Special Deputies shall be permitted to ride in tandem with another Special Deputy;
 - d. Under no circumstances shall Special Deputies be used as the primary responder for any call;
 - e. Special Deputies shall not be permitted to drive any patrol car while working patrol with a regular fulltime deputy;
 - f. Special Deputies shall not perform any functions other than when partnered one-on-one with a regular fulltime patrol deputy;
 - g. Special Deputies are not to take reports or write tickets.
3. There will be no use of Special Deputies for any purpose in the Patrol Division, except as stated above.
4. While operating the Special Deputy Program, the FCSO shall maintain the current staffing levels for all currently scheduled patrol shifts and the K-9 unit (i.e., total staffing number of deputies assigned to patrol duties, and total staffing number of

deputies assigned to the K-9 unit). Should the FCSO fail to maintain these staffing levels, Special Deputies shall not be used for any purposes.

5. There will be no use of Special Deputies for any purpose in the Corrections Division.
6. There will be no use of Special Deputies for any purpose in the Investigations Division, with the following exception: Special Deputies may participate in ride-alongs in the Detective Bureau to observe the work and only while partnered one-on-one with a regular fulltime deputy/detective, with the regular fulltime deputy/detective driving, and subject to all the proscriptions of Item 2 above.
7. This Agreement contains and comprises the entire agreement and understanding between the parties, and all agreements and understandings between the parties with regard to the subject matter of this Agreement are embodied and expressed herein. Either party may enforce the terms of this Memorandum of Understanding through the grievance-arbitration procedure established in the parties' collective bargaining agreement.



Jim Gilbert, Lodge President
Fraternal Order of Police
Capital City Lodge No. 9



Zach Scott, Sheriff
Franklin County

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Whereas, in a previously executed memorandum of understanding dated October 27, 2011 (attached hereto), the parties amended Article 18 to add a new subsection, Section 18.1B, establishing the regular work week for CPO deputy assignments to consist of four (4) ten (10) hour days with consecutive days off; and

Whereas, the Franklin County Sheriff's Office ("FCSO") intends to post an additional, newly-created, CPO deputy assignment that did not previously exist;

The parties hereby agree, as to this newly-created CPO assignment, as follows:

This newly-created CPO deputy assignment shall be posted and filled in accordance with the posting and bidding process of Article 9, Sections 9.1 thru 9.5, and in accordance with Section 18.1B, with a ten (10) hour per day work schedule, as follows – 7 am to 5 pm Tuesday thru Friday (with Saturday, Sunday and Monday off). Once vacated, this assignment shall be posted and filled in accordance with the posting and bidding process established in Article 9, Sections 9.1 thru 9.5, and in accordance with Section 18.1B, with the same four day work schedule and consecutive days off as the member who vacated the assignment. The MOU dated October 27, 2011 remains in full force and effect.

Entered this 23rd day of July 2012.


James Gilbert, Lodge President


Zach Scott, Sheriff

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Whereas, the Fraternal Order of Police, Capital City Lodge No. 9 (FOP) filed a grievance (Grievance No. 2012-4) against the Franklin County Sheriff's Office (FCSO) challenging the denial of compensatory time off requests made by members of the Common Pleas Court Services Unit (CPCSU) as violating Article 1, Section 1.5 and Article 21, Section 21.7; and,

Whereas, the FCSO has denied, and continues to deny, any violation of the Collective Bargaining Agreement; and,

Whereas, Grievance No. 2012 is scheduled for arbitration in the case styled *Fraternal Order of Police, Capital City Lodge No. 9 v. The Franklin County Sheriff's Office*, FMCS Case No. 120424-55063-6; and,

Whereas, in order to resolve and settle the dispute that is the subject of Grievance 2012-4, the parties desire to establish a method and procedure, under the terms set forth herein, for accommodating compensatory time off requests made by members within the CPCSU under Section 21.7 of the Collective Bargaining Agreement.

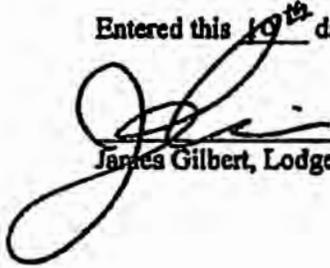
It is hereby agreed as follows:

1. This Memorandum of Understanding applies only to compensatory time off requests made by members in the CPCSU.
2. Beginning the week of September 10, 2012, and continuing thereafter, the FCSO shall conduct on-duty in-service training sessions for any and all 1st shift POTC deputies below the rank of Major assigned to Franklin County Correction Centers I and II, who wish to participate, in order to establish, create and maintain an adequate pool/number of eligible (POTC certified) deputies from the Franklin County Correctional Facilities to cover absences in the CPCSU created by the use of compensatory time by CPCSU members.
3. Requests for compensatory time off made by CPCSU members at least 96 hours in advance shall be approved and any shortage of staffing in CPCSU caused by the use of compensatory time off may be filled with a deputy from the Franklin County Correctional Facilities who has received the in-service training referenced in Item 2 above.

4. In consideration of the foregoing, and without prejudice to any future grievances, the FOP and Deputy Christie agree to withdraw Grievance No. 2012-4 and the request for arbitration in the case of *Fraternal Order of Police, Capital City Lodge No. 9 v. The Franklin County Sheriff's Office*, FMCS Case No. 120424-55063-6; the parties agree to evenly split (50/50%) any cancellation fees or other costs that are charged by the arbitrator in regard to this matter.

This Memorandum of Understanding, which is entered into this 10th day of September, 2012, is intended to address only the circumstances particular to this matter and it shall not serve as a precedent for either the Sheriff or the Lodge in any future grievances.

Entered this 10th day of September, 2012.


James Gilbert, Lodge President


Zach Scott, Sheriff

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Whereas, the Franklin County Sheriff's Office ("FCSO") desires to civilianize the work of Radio Room supervision that is currently performed by Fraternal Order of Police, Capital City Lodge No. 9 ("FOP") bargaining unit members (currently comprised of 4 sergeant and 3 corporal positions); and,

Whereas, the FCSO and FOP desire to increase the strength of street Patrol through the addition of an equal number of newly-created Patrol supervisor positions (4 sergeants and 3 corporals) that did not previously exist; and,

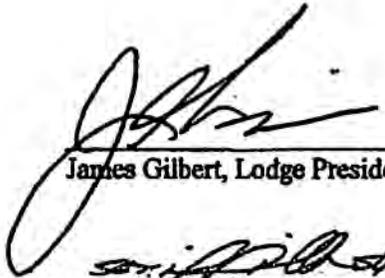
Whereas, the contracting out of bargaining unit work is prohibited by Section 3.14 of the parties' collective bargaining agreement; and,

Whereas, notwithstanding Section 3.14, the FOP, in order to increase Patrol strength, is willing to permit the FCSO to contract out the work of the Radio Room supervision in favor of creating the additional Patrol supervisor positions, but only under the timelines, procedures and conditions expressed herein.

It is hereby agreed as follows:

Bargaining unit members who currently occupy the 4 sergeant and 3 corporal Radio Room supervisory positions shall have one (1) year from the date of this MOU to vacate/attrition out of their current assignments. As each of these 7 positions become vacant, the FCSO: (a) shall immediately post and fill, in accordance with the posting and bidding process established in Article 9, Sections 9.1 thru 9.5, a corresponding additional, newly-created Patrol supervisor position of the same rank, shift, and consecutive days off as the Radio Room supervisory assignment that was vacated, and (b) may convert the vacated Radio Room position to a civilian position notwithstanding Section 3.14 of the collective bargaining agreement. The additional Patrol supervisory assignments are to be permanent additions to Patrol, such that, once any of them are vacated, they shall perpetually be posted and filled in accordance with the posting and bidding process established in Article 9, Sections 9.1 thru 9.5. Should the FCSO fail to comply with this Agreement, the Radio Room supervisory work shall immediately revert back to the status quo ante to be performed solely by members of the FOP supervisory bargaining unit.

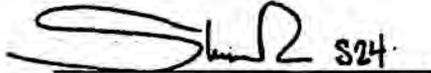
Entered this 29 day of NOV 2012.

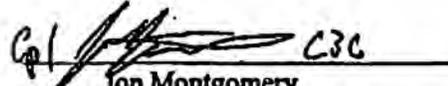

James Gilbert, Lodge President


Zach Scott, Sheriff


Michael Miller

 Sgt. D. Barrick S25
David Barrick

 S24
Nathaniel Sheppard

 C3C
Jon Montgomery

 C-37
David Coleman


Raymond Debolt

**MEMORANDUM OF UNDERSTANDING between the
FRANKLIN COUNTY SHERIFF'S OFFICE and
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9**

Whereas, the Franklin County Sheriff's Office (FCSO) and the Franklin County Board of County Commissioners (County) are desirous of implementing staffing changes with the FCSO; and,

Whereas, such changes must include funding for additional staff to provide for increased efficiency, safety and security, which will include funding for additional sworn personnel in the Investigation Division of the FCSO; and,

Whereas Article 3, Section 14 of the collective bargaining agreement between the FCSO and the Fraternal Order of Police, Capital City Lodge No. 9 (FOP) establishes certain terms regarding and defining bargaining unit work;

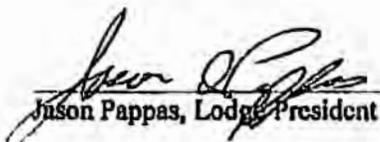
Therefore, upon the effective date of the successor collective bargaining agreement between the FCSO and FOP, the parties agree, as follows:

1. All of the following terms shall be accomplished as a package and in their entirety, subject to funding of said package by the County.
2. The FOP will waive the provisions of Article 3, Section 14, to permit the FCSO to hire and assign civilian employees certain duties presently performed by deputy sheriffs assigned to certain posts/positions in the Corrections Division of the FCSO. Those duties are specifically identified as, and limited to, only the following duties presently performed by members of the FOP bargaining units in only the following assigned posts/positions:
 - a. DUTIES: Visitation, money operations, laundry, recreation, answering telephones, data entry, filing, bookkeeping, typing, logging information, copying, sorting and distributing mail, and other clerical duties in intake/booking, updating/classification, and releasing.
 - b. POSTS/POSITIONS: In FCCC I – Control Center, Slating, Releasing, Classification, Laundry, Visitation. In FCCC II – North Control Center, South Control Center, North Slating, Releasing, Classification, North Laundry, South Laundry, North Visitation, South Visitation.

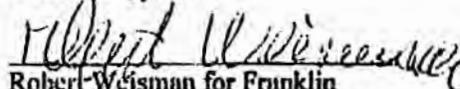
It is agreed that, notwithstanding the foregoing and to ensure for the safety and security of the Correctional facilities, at least one sworn FOP bargaining unit member shall always be assigned to each Control Center, and at least one sworn FOP bargaining unit member shall be present in Releasing during the actual release of any inmate(s). It is further agreed that no other duties or posts/positions are or will be affected by the FOP's waiver of Article 3, Section 14.

3. The assignment of duties to civilian employees permitted by Paragraph 2, above, will result in additional funded FTEs to the Sheriff's Office. It also is acknowledged and agreed that the reassignment of said duties, responsibilities and work shall not result in a reduction of the FOP bargaining unit.
4. All FOP bargaining unit members assigned to classification/updating on the effective date of this Memorandum of Understanding (MOU) shall be afforded at least one year to bid on and transfer to another posted position. In the event that any such member does not bid on and receive a transfer to another position, that member may be transferred to any other position at the Sheriff's discretion. Any transfer out of classification/updating in accordance with the MOU shall not be counted against the limitation on transfers set forth in Article 9 of the collective bargaining agreement.
5. In accordance with the terms of a separate Memorandum of Understanding executed by the parties in conjunction with this MOU, additional FOP bargaining unit positions – i.e., full-time SWAT positions (both supervisory and deputy) – and all necessary equipment for those positions (including, but not limited to, vehicles, uniforms, portable radios, and training) shall be funded/authorized by the County and filled by the FCSO.

This Memorandum of Understanding, which is entered into this 22 day of OCT. 2013, is intended to address only the circumstances described herein and shall not serve as a precedent for either the FCSO or the FOP.


 Jason Pappas, Lodge President


 Zach Scott, Sheriff


 Robert Weisman for Franklin
 County Commissioners

**MEMORANDUM OF UNDERSTANDING between the
FRANKLIN COUNTY SHERIFF'S OFFICE and
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9**

Whereas, the Franklin County Sheriff's Office (FCSO) and the Franklin County Board of County Commissioners (County) are desirous of establishing a fulltime Special Weapons and Tactics Team (SWAT) within the FCSO; and,

Whereas, the FCSO, County and the Fraternal Order of Police, Capital City Lodge No. 9, are parties to a separate Memorandum of Understanding that provides for the creation of full-time SWAT team;

Therefore, it is hereby agreed that upon the effective date of the successor collective bargaining agreement to the current FOP collective bargaining agreement:

1. The following additional bargaining unit FTEs/positions, and necessary equipment/funds, including, but not limited to, vehicles, uniforms, portable radios, and training, shall be funded/authorized by the County and filled by the FCSO: Seventeen (17) full-time SWAT (FTEs) positions, including three (3) supervisory and fourteen (14) Deputy positions/FTEs, all of which shall be assigned to Warrants & Extraditions.
2. As the FOP bargaining unit members currently assigned to Warrants & Extraditions retire or transfer out of that unit, they will be replaced by FOP bargaining unit members in full-time SWAT positions; provided, however, that no less than six (6) deputy positions and two (2) child support enforcement deputy positions shall remain in Warrants & Extraditions in non-SWAT assignments/positions. It is recognized that two (2) child support enforcement deputy positions presently are funded by the Franklin County Child Support Enforcement Agency and such positions may be eliminated from Warrants & Extraditions if that funding is no longer available.
3. SWAT assignments shall be posted and filled pursuant to the provisions of Article 9, Sections 9.1-9.5 (excluding: Sections 9.5 C, 9.5 D, and the supervisory seniority credit referred to in Section 9.5 F) of the successor collective bargaining agreement, subject to the following conditions prior to selection:
 - a. Phase 1: Physical Testing
 - Must complete a mile and one-half (1-1/2) run within 13 minutes.
 - Must complete forty (40) continuous bent-knee sit-ups within two (2) minutes. Each sit-up will begin by lying on your back, knees bent and hands cupping your ears. Curl your back and raise your trunk until your elbows touch your knees. Lower your back to a forty-five degree (45) angle with the floor and repeat.

-Must complete thirty-five (35) continuous pushups within two (2) minutes. Each pushup will begin in the front leaning rest position away from a wall of any support. Bend the elbows, until the back of the arms are parallel with the back and return to the starting position, keeping the body flat and rigid at all times.

-Must complete three (3) continuous over-handed pull-ups. Each pull-up will begin by hanging straight-armed from a pull-up bar, pull yourself up to where your chin clears the top of the bar, and then lower yourself back down to where you are hanging straight-armed again.

-Must be flexible enough to touch your toes with your fingers one (1) time, while keeping your knees straight.

-Must complete the Illinois agility run within eighteen (18) seconds (involves speed, nimbleness, and motor ability).

b. Phase 2: Firearms Testing

-Must complete the OPOTA Annual Qualification Course with a minimum score of 23 out of 25.

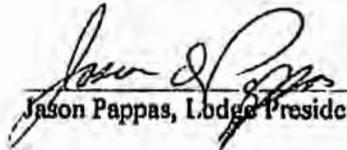
c. If multiple candidates successfully complete all aspects of the above criteria, the most-senior member shall be selected for the assignment.

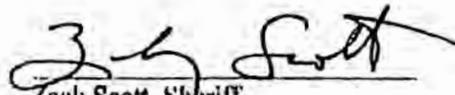
4. Members in a SWAT assignment must successfully qualify on an annual basis according to the standards set forth in 3(a) and (b), above. If a member fails to meet such standards, the member may retest one (1) time within thirty (30) days. If a member, after the retest, fails to meet such standards the member will return to the Division the member was assigned prior to being assigned to SWAT.
5. Members transferring into fulltime SWAT assignments, who have not previously successfully completed an FTO program in those assignments, must complete an FTO Program. This FTO program will be 180 days in order to provide training and to evaluate the member's performance. If SWAT supervision recommends that the member be removed from the FTO program based on the member's performance, the Sheriff, based upon documentation regarding the member's performance, may exercise discretion to remove the member from the program. The member will be advised in writing of the reason for removal from the program. Such action by the Sheriff shall be subject to appeal solely through Step 3 of the Grievance Procedure set forth in Article 5 of this Agreement; however, such action is not subject to arbitration under Article 5. If a member fails to successfully complete the FTO program, the member shall be placed in any assignment within the same Division that the member held before being selected to fill the vacancy, and shall be given days off in accordance with their seniority until the next realignment of days off. When a member leaves a position during the 180 day FTO period as set forth above, the member is precluded from bidding for the same position for two (2) years from the date the member left the FTO program. Any study materials for testing of SWAT members during the FTO program will be provided to the member at the beginning of the FTO program. The questions to be administered on any written test(s) given to

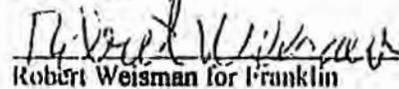
any SWAT members during the FTO program shall be developed in advance with input and review from representatives of the Employer and the FOP. The written test(s), if any, may be given to members during any period(s) of the FTO program, with the expectation that the member must successfully pass the test before successfully completing the FTO program.

5. Notwithstanding the requirements of Paragraphs 3 and 4 above, prior to December 31, 2015 the Sheriff may fill fulltime SWAT vacancies by selecting, in order of bargaining unit seniority, from the FOP bargaining unit members, who are members of the current part-time SWAT on the effective date of this Memorandum of Understanding, and are not excluded from selection by operation of either Section 9.5 A or Section 9.5 B of the collective bargaining agreement.

This Memorandum of Understanding, which is entered into this 22 day of OCT. 2013, is intended to address only the circumstances described herein and shall not serve as a precedent for either the FCSO or the FOP.


Jason Pappas, Lodge President


Zach Scott, Sheriff


Robert Weisman for Franklin
County Commissioners

**MEMORANDUM OF UNDERSTANDING between the
FRANKLIN COUNTY SHERIFF'S OFFICE and
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9**

Whereas, the Franklin County Sheriff's Office (FCSO), the Franklin County Board of County Commissioners (County), and the Fraternal Order of Police, Capital City Lodge No. 9 (FOP) all recognize that the security of the County courthouses and buildings, and the safety of persons in those facilities, is of critical importance; and,

Whereas, the FCSO and the County desire to implement changes with regard to the management and staffing of personnel whose duties include providing for the security of the County courthouses; and,

Whereas, such changes must include funding for additional staff to provide for increased efficiency, safety and security, which will include funding for at least eighteen (18) additional FOP bargaining unit positions assigned to Court Services in the Franklin County Courts; and;

Whereas the Collective Bargaining Agreement (CBA) between the FCSO and the FOP establishes certain terms regarding and defining bargaining unit work;

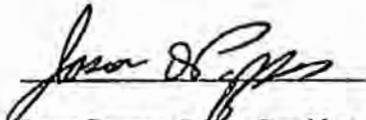
Therefore, upon the effective date of the successor CBA between the FCSO and FOP, the parties agree, as follows:

1. All of the following terms shall be accomplished as a package and in their entirety, subject to funding of such package by the County.
2. Civilian employees currently employed by the County in the positions of Court Security Officers, Control Room Operators, Control Room Foreman, and Security Supervisor (collectively referred to as "Court Security personnel" for purposes of this MOU) shall become civilian employees of the FCSO. It is recognized that such Court Security personnel, some of whom are members of a bargaining unit represented by Teamsters Local 284, do not presently include, and will not include in the future, any sworn deputy sheriffs of any rank (either POTC or non-POTC).
3. To the extent that the aforesaid Court Security personnel perform duties that may be considered work which may be performed by members of the FOP bargaining units, the FOP will waive the provisions of Article 3, Section 14 of the CBA, solely for the purpose of permitting such Court Security personnel to continue to perform duties of the same limited nature for the FCSO that they have performed as employees of the County (e.g., staffing security screening equipment and conducting security screening at fixed locations at the entrances to Franklin County Courthouses). This waiver by the FOP does not permit the FCSO to expand the duties of the Court Security personnel beyond those that they presently perform as employees of the County; and, should it be necessary to expand any Court Security personnel duties to include work which may be performed by FOP bargaining unit members, such expanded duties

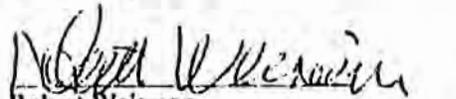
and/or work will be assigned to only FOP bargaining unit members: It is further agreed that the Court Security personnel are specifically excluded from the FOP bargaining units that are defined under Article 2, Section 2 of the CBA.

4. No later than January 6, 2014 the County shall provide funding for, and no later than June 30, 2014 the FCSO shall post and fill in accordance with the CBA, a total of eighteen (18) additional FOP bargaining unit positions in the following numbers and classifications: Deputy-POTC (15); Corporal-POTC (2); and, Sergeant-POTC (1). All of these positions shall be assigned to the Franklin County Courts (i.e., FCSO Corrections Division, Court Services).
5. The assignment of duties to civilian employees permitted by this MOU and the addition of FOP bargaining unit members under this MOU will result in additional funded FTEs to the Sheriff's Office. It is acknowledged that all necessary equipment for the Court Security personnel and additional full-time FOP bargaining unit positions referenced in this MOU (including, but not limited to, vehicles, uniforms, portable radios, and training) shall be funded/authorized by the County and filled by the FCSO. It also is acknowledged and agreed that the assignment of duties to civilian employees in accordance with this MOU shall not result in a reduction of the FOP bargaining unit.

This Memorandum of Understanding, which is entered into this 22 day of Oct. 2013, is intended to address only the circumstances described herein and shall not serve as a precedent for either the FCSO or the FOP.


Jason Pappas, Lodge President


Zach Scott, Sheriff


Robert Weisman
For the Franklin County Commissioners

Side Letter #1
February 21, 2013

THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE #9
and
THE FRANKLIN COUNTY SHERIFF'S OFFICE

Whereas the terms of the Collective Bargaining Agreement refers to SRO's in Article 9 and contains certain MOUs in the Appendix:

Article 9, Section 9.9(7) excludes members in the SRO assignments on the effective date of the Collective Bargaining Agreement.

Memoranda of Understanding dealing with individual personnel matters, individual member grievance settlements and/or disciplinary matters shall have continuing effect except as otherwise specified by their terms.

For the FOP, CCL #9:

[Signature] 2-21-13

For the FCSO:

Lindsey Ann Ruff 2/21/13
[Signature] 2/21/13
Chief Deputy Bill Jones 2-21-13

SIDE LETTER 2

Special Deputies who as of the effective date of the this collective bargaining agreement have specific long standing (spanning a period of 1 year or longer) special duty assignments may continue to work that specific assignment; however, once the assignment is no longer worked by that Special Deputy, the special duty work shall be governed and assigned pursuant to the provisions of Article 25, Section (B)(1).

Tentatively Agreed:

For the Sheriff's Office

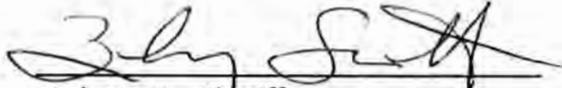
For the FOP

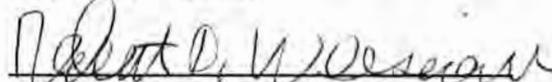
L. Casey 3/13/13
+ W. J. ... 3/13/13

Sgt. H. ... 3-17-13

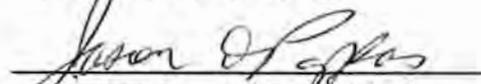
Signature Page

Franklin County Sheriff's Office:

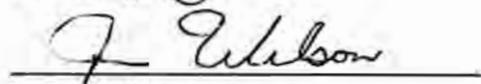

Zach Scott – Sheriff


Robert D. Weisman – Chief Negotiator

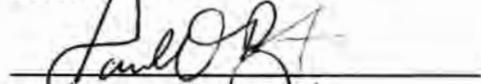
FOP Capital City Lodge No. 9
Fraternal Order of Police:

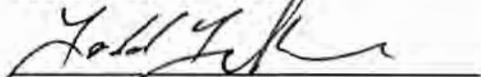

Jason Pappas – Lodge President


Kevin Wightman


James Wilson


Scott Morris

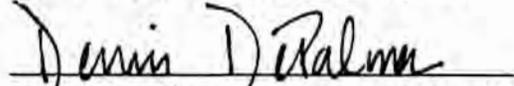

Paul Bryant


Todd Tallman


Michael Raven


Daniel Fahy

Approved As To Form By:
Franklin County Prosecutor's Office:


Denise DePalma – Asst. Prosecuting Attorney, Director of Labor and Employment Unit

