



COLLECTIVE BARGAINING AGREEMENT

13-MED-04-0453

1518-01

K29736

08/21/2013

BETWEEN THE

MAHONING COUNTY SHERIFF'S DEPARTMENT

And



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

REPRESENTING

**BLUE UNIT
DEPUTY SHERIFFS**

**EFFECTIVE: July 1, 2013
EXPIRES: June 30, 2016**

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ARTICLE 1

PURPOSE

Section 1.01 THIS AGREEMENT is made between the Mahoning County Sheriff's Department, and the Mahoning County Board of County Commissioners, hereinafter referred to as the "Employer"; and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P.", for the purpose of fully setting forth all agreements reached on the subject of negotiations, as required by Section 4117.09(A) of the Ohio Revised Code. This Agreement shall comply with all other applicable State and Federal laws.

Section 1.02 All adopted articles in this contract, which include specific changes to any section of Ohio Revised Codes inclusive of Ohio Civil Service Law, are intended to supercede such law and shall be so construed by any court or administrative proceeding.

ARTICLE 2

RECOGNITION OF THE F.O.P.

Section 2.01 The Sheriff agrees to recognize the Fraternal Order of Police, Ohio Labor Council, Inc., as having jurisdiction over and being the sole and exclusive, bargaining agent for full-time employees of the Sheriff's Department working in the classifications that are listed in Section 2.03 hereof for the purpose of establishing wages, hours of work, conditions of employment, and handling grievances.

Section 2.02 All agreements entered between the Sheriff and the employees covered by this agreement shall be through duly authorized representatives of the F.O.P., Ohio Labor Council, Inc. Any other agreement shall be of no effect.

Section 2.03 The classification included in the separate bargaining unit is as follows:

- a) Full-time Deputies Sheriffs employed by the Mahoning County Sheriff's Department;

The Sheriff and all other employees of the Mahoning County Sheriff's Department are excluded from the bargaining units.

Section 2.04 Whenever in this Agreement reference is made to Supervisor, or employee, it shall be understood that the provision shall apply to all of the employees in the classifications listed herein, equally and without discrimination.

ARTICLE 3

NON-DISCRIMINATION

Section 3.01 Neither the Employer, its agents, agencies, or officials nor the Labor Council or its agents or officers will discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, disabled, political affiliation or for the purpose of evading the spirit of this Agreement. The Employer and the Labor Council agree not to interfere with the desire of any person to become or remain a member of the Fraternal Order of Police and/or Labor Council.

ARTICLE 4

CONFORMITY TO LAW

Section 4.01 Should any provision or provisions of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with State and/or Federal law, all other provisions of the Agreement shall remain in full force and effect.

Section 4.02 Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

Section 4.03 This Agreement may not be amended during its terms except by mutual agreement, any negotiated changes to be effective and incorporated into this Agreement, must be in writing and signed by the parties.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.01 Except to the extent otherwise limited or modified by this Agreement, the Employer retains the right and responsibility:

- A. To direct the work of the employees;
- B. To determine the mission of the Sheriff's Department, and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- C. To suspend, discipline, or discharge officers for just cause;
- D. To take action as may be necessary to carry out the mission of the Sheriff's Department in emergencies, as defined in Article 36 of this Agreement;
- E. To hire, promote, and demote employees within the powers granted by law;
- F. To recruit, select, and determine the qualifications and characteristics of new hires;
- G. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations; and
- H. To train or retrain the employees appropriate.

ARTICLE 6

PAYROLL DEDUCTION AND FAIR SHARE FEE

Section 6.01 The Employer agrees to deduct union dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the Union. It is agreed by the Employer that either within two (2) weeks or the next payday, whichever is later, after said card is submitted for deduction of payroll dues, that deduction for new members will be made.

Section 6.02 All members of the bargaining unit, upon completion of sixty (60) days of employment from the date of hire as a full time Deputy Sheriff, shall either become dues paying members of the F.O.P./O.L.C., or as a condition of continued employment, remit to the Labor Council a fair share fee in an amount certified by the F.O.P./O.L.C. to the Employer, in accordance with the provisions of Ohio Revised Code Section 4117.09(C). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. Fair Share fees, shall be deducted upon the completion of sixty (60) days from the date of hire of the bargaining unit member.

All dues and fair share fees collected shall be paid over by the Employer once each month to the F.O.P./O.L.C. at 222 East Town Street, Columbus, OH 43215.

Section 6.03 The Labor Council shall indemnify the Employer and hold it harmless against all claims, suits, and other forms of liability that may arise out of or by reason of any good faith action with regard to dues deduction.

ARTICLE 7

GRIEVANCES

Section 7.01 Definition:

- A. A grievance is a dispute or controversy involving the meaning or interpretation of this Agreement. A grievance is solely interpretive of this Agreement and does not include any matter reserved to a public employer under Ohio Revised Code Section 4117.08(C).
- B. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as possible.
- C. Should the Administration fail to comply with the time limits herein, the member or the Council may proceed immediately to the next step. The time limits may be extended by mutual consent.
- D. For purposes of this paragraph the date to be used for the running of any time limits shall be the date which the issue of the grievance becomes known or should reasonably have become known or that the action giving rise to the grievance took place.
- E. Any reference to days in this Article shall be calendar days.
- F. A grievance of the same nature, filed by two (2) or more grievors, shall be considered a class action grievance, and those members shall attach a list of names of the aggrieved parties to the grievance form filed by a member.
- G. Any issue grieved shall require a remedy, and such remedy shall be considered as a means to resolve the complaint. Each grievance will require a remedy, made to compensate any loss of time or benefit provided under this Labor Agreement, and such loss may be with compensation or the replacement of any time that the aggrieved feels he/she may have been denied because of the contract violation.

Section 7.02 The following procedure shall be utilized when a grievance is initiated by a member or the Council.

Step 1: INFORMAL RESOLUTION. Within ten (10) calendar days of the event giving rise to the grievance, the employee shall meet with his/her supervisor and attempt to informally resolve the matter. This informal meeting and its results shall be documented on the appropriate grievance form.

Step 2: DIVISION COMMANDER. If the matter cannot be resolved informally, the employee may, within ten (10) days of the informal meeting file a written grievance on the prescribed form

with the Division Commander. The Division Commander shall within ten (10) calendar days of receipt of the employee's grievance respond to the employee in writing.

Step 3: SHERIFF. If the matter is not resolved in Step 2, the employee may appeal the grievance to the Sheriff by causing a copy of the written grievance and all responses thereto to be delivered to the Sheriff within seven (7) days of receipt of the response of the Division Commander. Within ten (10) calendar days of receipt of the appeal, the Sheriff or his designee shall meet with the grievant to attempt to resolve the matter. The Sheriff, within ten (10) calendar days of the meeting shall provide a written response to the employee.

Prior to arbitration and beginning at Step #2 of the Grievance Procedure, the issue grieved shall not affect the grieved employee until a written response is made at Step #3.

Step 4: ARBITRATION. If the grievance is not resolved in Step 3, then the COUNCIL only may within ten (10) calendar days of receipt of the written response by the Sheriff, certify to the Sheriff its decision to submit the grievance to arbitration.

Section 7.03 ARBITRATION

SELECTION OF ARBITRATOR. The parties agree to a requested panel of seven (7) arbitrators. The selection of an arbitrator's list shall be by striking arbitrators until one is left. Striking shall be by rotation, with the Employer striking first.

HEARING TIME. The Arbitrator shall schedule a hearing within thirty (30) days from his/her, notification of selection or as soon thereafter as possible to be held at a time and place convenient to the parties.

JURISDICTION. The Arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement, and shall have no power to add to, detract from, or alter in any way, the provisions of this Agreement.

AWARD. In the event an Arbitrator finds on behalf of the member, he/she shall be limited to awarding those remedies which restore to the member the rights, privilege, leave, or compensation which the member would otherwise have enjoyed had the Agreement been properly employed.

BINDING EFFECT. The finding of the Arbitrator shall be submitted to the parties in writing, and shall be binding on both parties.

ASSIGNMENT OF COSTS. All expense(s) involved in the arbitration proceedings shall be shared equally by the parties, except that any expense(s) involved in retaining counsel, the calling of witnesses, the obtaining of depositions, or similar expenses associated with such proceedings, shall be borne by the party at whose request such expense(s) arose.

ARTICLE 8

SICK LEAVE

Section 8.01 Bargaining unit employees shall earn sick leave at the rate of 4.6 hours for every 80 hours in active pay status. This includes those periods when an employee is using accumulated sick leave, holidays, vacation, compensatory time, or personal leave, but does not include time during a leave of absence or time in no-pay status.

Section 8.02 Sick leave shall be charged in minimum units of one (1) hour. Employees are charged for sick leave only for days when they would have otherwise been scheduled to work. Sick leave payment will not exceed the normal workday or workweek earnings, or a maximum of 80 hours per pay period.

Section 8.03 Sick leave may be granted, upon proper application and approval by the Sheriff or his designee, for the following reasons:

- a. Illness of or injury to the employee or a member of the employee's immediate family. For purpose of the use of sick leave, immediate family shall be defined as spouse, child, grandparents, a parent or a ward, or other person for whom the employee stands in loco parentis.
- b. Medical, optical, psychological, psychiatric, or dental examinations of the employee, by a licensed practitioner, when such examination or examinations cannot be scheduled during non-working hours.
- c. Periods when the employee or a member of the employee's immediate family as defined in 8.03(a) hereof is afflicted with a contagious disease or requires 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.

Section 8.04 Upon return to work from sick leave use, an employee shall fill out a form to state the sick leave absence was due to an illness or injury.

Section 8.05 When the use of sick leave is required to care for a member of the employee's immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 8.06 If medical attention is required, or if the employee is required by the other provisions of this Article to provide a medical statement, the employee shall, at the request of the employer, furnish a statement from a licensed medical provider on his or her letterhead, stating that the employee is medically able to return to work and perform his or her regular duties. Falsification of a medical statement or falsification of a reason for using sick leave will be grounds for discipline.

Section 8.07 When an employee is absent from work and using sick leave for a period of more than three (3) consecutive work days, the employee shall, at the request of the Employer, be required to submit a statement from the treating physician.

Section 8.08 When an employee is unable to report for work and wishes to use sick leave, the employee shall personally notify his supervisor or other designated person as soon as possible but not later than one (1) hour prior to the time that he is scheduled to work unless exigent circumstances prohibit such notification. An employee shall be required to report off each day that sick leave is used. Any lengthy absence due to an illness or injury shall not require a daily notification but the employee will be required to submit a medical statement advising the department of his scheduled return date. If it appears that the employee is unable to return on the scheduled date, the treating physician shall provide the employer with an alternate date of return.

Section 8.09 An employee who, after completion of eight (8) years service with the Mahoning County Sheriff's Department dies, retires or separates from the department in good standing, shall be entitled to receive payment in cash for thirty-five percent (35%), and after 10 years completion increase payment to fifty (50%) and after completion of 15 years (60%) sixty percent of the total accumulated but unused sick leave. Payment hereunder shall eliminate the accrued balance.

The benefits of this old Article 8.10 above will be rolled into the current base pay as reflected in Article 35.

Section 8.10 An employee that reports off sick for their scheduled shift sick time. The employee must state if they are using sick time or Accumulated Time (A/T), Vacation Time, or Personal Time when the employee reports off for his assigned shift.

Section 8.11 Employees who have used all their earned sick leave may select to use all earned time provided in this Labor Agreement for the purpose of an extended sick leave of over three (3) days. The Employer may not deny the use of earned paid leave for any employee who provides proof of an extended illness or injury and an expected date of return.

Section 8.12 The Employer will discipline members for abuse or patterned use of sick leave.

Section 8.13 The parties may meet and mutually agree to amend the terms of this section that could result in any deferred compensation program for health benefits or otherwise available retirement program utilizing benefit funds derived from this Article.

ARTICLE 9

HOURS OF WORK

Section 9.01 Bidding and Schedules The hours of work shall be through the bidding process established in this Collective Bargaining Agreement. The selection of shifts shall be by the divisions, with an exception of those members who work in administration and work eight (8) hours a day Monday through Friday and off on Saturdays, Sundays and holidays. Those employees referenced as working in administration will be based on the past practice of the operations of the Sheriff's Department.

Existing schedules, at the time of this agreement, shall remain the same unless mutually agreed to by the parties. The parties are the contract negotiation team and the Sheriff.

Any division in which the twelve (12) hour work schedule is implemented shall implement said schedule within the entire division. The twelve (12) hour work schedule cannot be implemented by assignment of individuals or to only particular shifts.

Section 9.02. Eight (8) Hour Shifts.

- A. A week shall be defined as seven (7) days beginning at 0600 hours Sunday morning, and ending at 0600 hours on the following Sunday morning. The shifts shall be defined as 1st shift – 0600 to 1400 hrs; 2nd shift – 1400 to 2200 hrs; 3rd shift – 2200 to 0600 hrs.
- B. A day shall be defined as twenty-four (24) hours beginning at the starting time of the bargaining unit employee's scheduled work day.
- C. A work week will consist of five (5) eight hour days of work, with two (2) consecutive days off. Personnel on a Monday through Friday work schedule shall be deemed to have consecutive days off.
- D. A work day shall be eight (8) consecutive hours in a twenty-four (24) hour day.

Section 9.03. Twelve (12) Hour Shifts.

- A. A week will be defined as seven (7) days, beginning at 0700 hours Sunday morning and ending at 0700 hours on the following Sunday morning. The shifts shall be defined as 1st shift – 0700 to 1900 hrs and 2nd shift - 1900 to 0700hrs. including an attached eight (8) hour day every other week. , 1st shift shall be defined as 0700 to 1500 and 2nd shift 1900 to 0300 and days off will be consecutive. A payroll period shall be eighty (80) hours in a two week period.
- B. Supervisors shifts will begin and end one half (1/2) hour ahead of the blue unit.

- C. A day shall be defined as twenty-four (24) hours., beginning at the starting time of the bargaining unit employee's scheduled workday.
- D. A workday shall be twelve (12) consecutive hours in a day (as defined in B-section 01).

Section 9.04 Bargaining Unit Members shall earn sick leave at a rate of 4.6 hours for every pay period worked or in active pay status.

Section 9.05 Bargaining Unit Members shall earn vacation leave as defined in Article 21, (based on years of service), and shall accrue based on pay periods in an active pay status.

Section 9.06 Holiday Pay (Article 20) shall remain the same with an exception of the calculations of pay and time worked shall be based on a twelve (12) hour workday.

Section 9.07 Wages shall be based on the Bargaining Unit Employees Annual rate of pay and the existing formula establishing the bi-weekly pay period and overtime. The twelve (12) hour shifts are based on pay periods worked or in active pay status. When the twelve (12) hour shift schedule provides for a rotating twelve (12) hour shift (every third week) the rotating twelve (12) hour shift shall be paid at straight rate pay.

ARTICLE 10

TRAINING TIME

Section 10.01 When the Sheriff or his designee orders training for bargaining unit employees, the employees shall be paid for such time spent in actual training. All reasonable expenses by the employee in training shall be reimbursed, upon proper application therefore, by the County.

Section 10.02 When training is ordered by the Sheriff or his designee and attendance at such training requires that the employee attend outside of his regularly scheduled work week, the employee shall be compensated according to the overtime provisions of this contract. Or the employee may agree to adjust his/her regularly scheduled hours to coincide with the times of the training. However, the Sheriff shall maintain the right to reschedule employees to meet staffing needs upon fourteen (14) days notice in advance of the training session.

Section 10.03 All information of job related schools shall be posted on designated department bulletin boards and available for review by all bargaining unit members. The name of the person or persons to contact for additional information on training shall also be posted in the same area.

Section 10.04 Members of the bargaining unit shall have equal opportunity to attend any training provided by the Employer.

Section 10.05 No overtime shall be paid for training not ordered by the Sheriff. No overtime shall be paid for time used in travel to and from training. Travel and per diem will be reimbursed according to county policy.

Section 10.06 Request for training at the employee's expense shall be approved or disapproved by the Division Commanding Officer within seven (7) days upon receipt of such request. Any request shall not be unreasonably denied.

Section 10.07 Request for training at the Employer's expense shall be approved or disapproved by the Administrative Division Commanding Officer within fourteen (14) days upon receipt of such request.

ARTICLE 11

SENIORITY

Section 11.01 Seniority shall be defined as follows:

CLASSIFICATION SENIORITY: Shall be from the date of hire, or promotion within a classification.

DEPARTMENTAL SENIORITY: Shall be from the date of hire as a full-time employee of the Mahoning County Sheriff's Office.

Section 11.02 Time spent on sick leave, military leave, vacation leave, certified workers' compensation, injury on duty due to an on the job injury or illness, and other authorized paid leaves of absence shall not constitute a break in service, provided that the employee is properly reinstated. Employees separated from service due to an approved disability retirement from the Ohio Public Employees Retirement System will not continue to accrue seniority during time spent on disability retirement. Upon proper reinstatement from disability retirement, the employee's seniority will resume to accrue from the time of reinstatement.

Section 11.03 An employee's seniority shall be terminated when one or more of the following occur:

- a) He/She resigns;
- b) He/She is discharged for just cause;
- c) He/She is laid off for a period of time exceeding thirty-six (36) months;
- d) He/She retires;
- e) He/She fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless He/She is physically unable to do so as certified by the appropriate authority;
- f) He/She becomes unable to perform his/her job duties and is unable to return to work upon the expiration of any leave applicable to him;
- g) He/She refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

Section 11.04 Employees who are reinstated within thirty-six (36) months of layoff shall not lose their seniority; however, seniority shall accrue for the time spent separate from service.

Section 11.05 If two or more employees are hired, appointed, or promoted on the same date with the same score, their relative seniority shall be determined by 1st classification, 2nd department, 3rd the largest number represented by the last three (3) digits in the Social Security number of the affected employee.

Section 11.06 The Employer shall post on or about January 7th of each year, on the Department bulletin board, a seniority list. A copy of the list shall be provided to the president of the Union.

Section 11.07 The parties agree that current (as of 04/21/00) unclassified employees shall return to their previous classification before they were assigned to the unclassified service with no loss of seniority.

ARTICLE 12

PROBATIONARY PERIOD

Section 12.01 All newly hired employees will be required to serve a probationary period of one (1) year. Newly hired employees will serve a probationary period of twelve (12) months. The Employer shall have the sole discretion to discipline or discharge an employee anytime during the probationary period, from his date of hire, and any such action shall not be appealable through any grievance or appeal procedure contained herein or to the State Personnel Board of Review (SPBR). Termination or discipline of the aforementioned member shall require a letter explaining the reason of such action.

Section 12.02 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 12.01 above.

ARTICLE 13

BILL OF RIGHTS

Section 13.01 Nothing herein shall be construed to restrict or abridge the rights guaranteed to the employee by the United States Constitution, the Ohio Constitution, or the common or statutory law of this State, whether civil or criminal, (i.e., Loudermill, Miranda, and Garrity).

Section 13.02 Rights of Bargaining Unit Members While Under Investigation - When a bargaining unit member is under investigation or is subjected to questioning for any reason, the following minimum standards shall apply:

1. Questioning of the bargaining unit member shall be conducted at a reasonable hour, preferably when the bargaining unit member is on duty, unless exigent circumstances otherwise require.
2. Questioning of the bargaining unit member shall take place at the offices of those conducting the investigation or the place where such bargaining unit member reports for duty unless the member consents in writing to being questioned elsewhere.
3. The bargaining unit member under investigation shall be informed, at the commencement of any questioning, of the name, rank and command of the officer conducting the questioning.
4. During any single period of questioning of the bargaining unit member, all questions shall be asked by or through a single investigator.
5. The bargaining unit member under investigation shall be informed in writing of the specific nature of the investigation prior to any questioning.
6. Any questioning of a bargaining unit member in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods of rest and personal necessities of the bargaining unit member.
7. No threat against, harassment of, or promise of reward (except an offer of immunity from prosecution) to any bargaining unit member shall be made in connection with an investigation to induce the answering of any question.
8. All questioning of any bargaining unit member in connection with the investigation shall be recorded in full in writing or by electronic device, and a copy of the transcript shall be made available to the member under investigation.
9. The bargaining unit member under investigation shall be entitled to the presence of a Union Staff Representative or a Union Associate at any questioning of the member,

unless the member consents in writing to being questioned outside the presence of the Union Representative.

10. At the conclusion of the investigation, the person in charge of the investigation shall inform the bargaining unit member under investigation, in writing, of the investigative findings and any recommendations or disciplinary action that the person intends to make.

Section 13.03 A bargaining unit member who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the law.

Section 13.04 When a bargaining unit member is to be interviewed regarding the investigation of any other bargaining unit member, such interview shall be conducted in accordance with the procedures established in this Article.

Section 13.05 Any employee that is investigated for any violation that may require a disciplinary action for loss of time, money, or termination, shall be notified by a representative of the Sheriff of such investigation. The investigation and implementation of discipline shall be completed within sixty (60) days of such notice to the employee.

Section 13.06 When an anonymous complaint is made against a bargaining unit member on duty and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report. Also, when a citizen complaint is filed greater than forty five (45) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused bargaining unit member shall not be required to submit a written report; but, he shall be notified orally or in writing of such claim.

Section 13.07 Any signed complaint received concerning alleged misconduct by a bargaining unit member who was off duty when the alleged occurred shall be treated the same as any complaint made by a citizen against a bargaining unit member for misconduct while on duty. If criminal charges are involved, no Departmental action will be taken until a determination is made through the courts as to his guilt or innocence; except when the charge(s) involved is/are a felony, theft offense, or a sex offense.

ARTICLE 14

WORK RULES AND REGULATIONS

Section 14.01 The Union recognizes that the Employer designee(s), in order to carry out its statutory mandates and goals, has the right to implement reasonable policies, rules, and regulations, consistent with statutory authority, to regulate the conduct and work performance of employees.

Section 14.02 The Union agrees that its members shall comply with all Mahoning County Sheriff Department policies, rules, and regulations, general and special orders and memoranda.

Section 14.03 The Employer's policies, procedures, rules, and regulations, general and special orders, memoranda and any other documents, shall not violate any of the provisions of the Agreement.

Section 14.04 Any complaint involving a conflict between the terms of the Agreement and of policy, rules and regulations may be resolved through the Grievance Procedure.

Section 14.05 New department rules and regulations will be given to each member and circulated to each division. All employees will read and initial that they understand the rule, regulation, memo, order, etc. within seven (7) working days. If the employee does not understand it he/she will seek an immediate supervisor to have it explained. If the immediate supervisor cannot explain it, the employee shall seek additional explanation to the next level of supervision.

Section 14.06 All members of the bargaining unit shall receive a copy of the Departmental Rules and Regulations. Any modification or change in rules and regulations shall be distributed to each member prior to the effective date of such change. Each bargaining unit member shall receive a copy of such rules and regulations sixty (60) days from the implementation date of this Labor Agreement. Employees on leave will have any changes covered in this article retained for them and presented to them upon return from leave.

ARTICLE 15

DISCIPLINE

Section 15.01 The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against an employee only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office. Assignments of personnel shall not be used for purposes of discipline.

Section 15.02 Except in extreme instances wherein an employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline will apply when a violation of the same nature occurs within one (1) year of a previous violation. The steps of progressive disciplinary actions are outlined in departmental policy as follows:

- A. Documented Verbal Warning
- B. First Written Warning
- C. Written Warning of Suspension, Reduction, or Discharge
- D. Suspension, Reduction or Discharge
- E. Bargaining Unit Members may use any of his/her accumulated time (i.e. A/T time, vacation, etc.) for ten (10) working days or less for the period of suspension. Such time used shall be at the employee's discretion. This does not waive any right of the employee to grieve the discipline imposed.

Section 15.03 Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing the employee shall be given written specifications of the charges. The process of the pre-disciplinary hearings and notification of discipline, if any, shall be completed within forty five (45) calendar days, from presentation to the employee of the written specifications of the charges. This forty five (45) day period may be waived mutually by Employer/employee.

Section 15.04 Disciplinary hearings will be conducted by a neutral hearing administrator selected by the Employer. The employee may choose to:

- A. Appear at the hearing and present oral or written statements.
- B. Appear at the hearing and have a chosen representative present oral or written statements in defense of the employee.
- C. Elect in writing to waive the opportunity to have a disciplinary hearing.

Section 15.05 At the disciplinary hearing the neutral hearing administrator will ask the employee or his representative to respond to the allegations of misconduct as contained in the

Notice of Hearing which had been sent to the employee. The employee may present testimony, witnesses, documents which explained whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than forty-eight (48) hours to the disciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing. The employee will be permitted to confront and cross-examine the witnesses.

Section 15.06 A written report will be prepared by the neutral hearing administrator concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral hearing administrator's report will be provided to the employee within five (5) days following its preparation.

Section 15.07 Any employee under felony criminal indictment shall be placed on paid administrative leave not to exceed ninety (90) days. At the conclusion of the paid administrative leave time the employee will be placed on unpaid leave of absence or may choose to exhaust any accumulated balances of A/T, personal or vacation time available to the employee. Any employee found not guilty of a felony charge shall be made whole. Any employee found guilty or entering into any plea arrangement to a felony charge shall reimburse the County for any time spent on a paid administrative leave.

Section 15.08 A bargaining unit member who is brought before a disciplinary hearing shall be provided access to all transcripts, records, written statements, written reports and analyses and video tapes pertinent to the case that:

- A. Contain exculpatory information
- B. Are intended to support any disciplinary action, or
- C. Are to be introduced in the disciplinary hearing

ARTICLE 16

LAYOFF AND RECALL

Section 16.01 Mahoning County Sheriff's Office members may be laid off as a result of lack of work or a lack of funds or job abolishment, but only after all temporary, part-time, seasonal and intermittent employees in the department have been laid off or terminated. No unpaid volunteers, contract employee, or any person not in the bargaining unit member classification shall work in place of bargaining unit employees while bargaining unit members are on layoff and eligible for recall. For purposes of this Section, "Job Abolishment" shall mean the permanent elimination of a position from the department. Employees shall be laid off by the least departmental seniority regardless of rank or job classification. Departmental seniority shall be from the date of hire as a full-time employee with the Mahoning County Sheriff's Office.

Section 16.02 Before any employee is given notice of layoff, the Union and the Employer will meet twenty-four (24) days before notice of lay-off for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoffs.

Section 16.03 Laid off employees shall be notified at least fourteen (14) days prior to layoff by personal delivery, regular U.S. mail or e-mail. The notice shall contain the date of commencement of layoff. The Union shall be given a copy of all layoff notices.

Section 16.04 All employees in the Department shall be offered a voluntary layoff before employees are laid off involuntarily. The employee must agree in writing as to the duration of the layoff before a voluntary layoff is effective. Any voluntary layoff shall be no less than thirty (30) days. A member who is on voluntary layoff has no right of refusal for call back, and shall be subject to a mandatory recall upon notification of return to work from the Employer.

Section 16.05 Employees shall retain recall rights for thirty-six (36) months.

Section 16.06 When a recall is necessary in which an employee with recall rights was laid off or displaced from, recall shall be made in the inverse order of a layoff by classification. Any recalled employee required by management to have additional training to meet the position qualification in existence at the time of recall, must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the Employer's expense.

Section 16.07 The Union and the employee being recalled shall be notified by certified letter, personal delivery, or email at least fourteen (14) days before the recall commences. An employee shall notify the Employer in writing within five (5) calendar days following the receipt of the notice (or the Union's receipt of the notice) of the employee's intention to return to work.

ARTICLE 17

LABOR MANAGEMENT COMMITTEE

Section 17.01 To facilitate better communication and understanding between the Fraternal Order of Police, Ohio Labor Council, Inc., and the Mahoning County Sheriff, and for a discussion of rules, regulations and safety conditions, a Labor Management Committee is hereby established.

- a.) The committee will consist of no more than three (3) representatives of the bargaining unit. The Administration shall have representatives at the meeting.
- b.) The Committee will meet on a quarterly basis unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.
- c.) Meetings will be held at times and places mutually agreeable to the parties.
- d.) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.

Section 17.02 The County agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to immediate supervisors, the employees shall prepare a supplemental report form indicating the specific unsafe condition or practice, in written form including the date of occurrence. It shall be the supervisor's responsibility to evaluate the unsafe condition and if necessary, contact his division commander who shall make the decision as to what should be done concerning the unsafe condition and leave a report for the Sheriff for the next work day. It shall further be the responsibility of the employees to care for all tools and equipment furnished by the County.

Section 17.03 Should the bargaining unit allege, in good faith, that the defective or unsafe condition complained of has not been resolved, they must present the complaint to the Labor Management Committee for review prior to instituting any grievance procedure. The Labor Management Committee shall have ten (10) days to review the matter and seek a resolution before issuing a report, unless the time is extended by mutual agreement of the parties. A copy of the report shall immediately be forwarded to the Sheriff. If it is within the financial and physical ability of the Sheriff to correct the condition complained of, he shall do so within a reasonable amount of time.

ARTICLE 18

OHIO LABOR COUNCIL/F.O.P. ACTIVITIES

Section 18.01 The Blue bargaining unit shall be represented by a committee of not more than three (3) members from deputies classification. The Gold Bargaining Unit shall be represented by a committee of not more than one (1) member from each classification. The Civilian Bargaining Unit shall be represented by ONE (1) member. Alternates shall be assigned on an as needed basis. These representatives shall be present during the negotiation of this Agreement and any re-opener thereof.

Section 18.02 Members of the bargaining committee shall not experience a loss of pay should it be necessary that they be released from duty for the purpose of negotiating this Agreement, maintenance of the Agreement, or any re-opener or amendment thereof.

Section 18.03 Bargaining unit employees designated in writing by the F.O.P. President or his designee to the Sheriff shall be permitted a paid leave for the purpose of attending Fraternal Order of Police conferences, The F.O.P. Ohio Labor Council conferences or other activities up to twelve (12) days. Designated representatives shall also be able to use seventeen (17) days of unpaid leave. The aggregate leave for all such employees shall not exceed twenty-five (25) days annually. A request for such leave shall be submitted in writing by the F.O.P. President or his designee to the Sheriff not less than 21 days in advance of the commencement date of the requested leave. The Sheriff may, with discretion, grant leave within the limits set forth herein if the request therefore is made less than 21 days in advance and should be convinced that the request could not reasonably have been made 21 days prior to the requested leave. Should an employee be authorized to use such leave and then be subpoenaed to Court, the leave lost as a result thereof shall not be credited to the aggregate leave balance remaining; however, should it become necessary for the Sheriff to cancel the leave for emergency reasons other than those set forth in the suspension provisions hereof, then such unused union leave shall be credited to the remaining balance of unused leave. In the year of a national convention there will be twenty (20) paid days.

Section 18.04 The Fraternal Order of Police President and grievance chairman shall be granted reasonable time off to attend any and all Fraternal Order of Police related activities, and Ohio Labor Council business and/or activities. Permission to attend said business or activities shall not be unreasonably withheld by the Sheriff.

Section 18.05 Representatives are reminded that they should use Fraternal Order of Police 800 numbers at all times so as to avoid unnecessary expense to the county.

Section 18.06. The F.O.P. President and the Associates (blue unit and gold unit), shall be permanently assigned as administrative time that shall be utilized for purposes of contract administrations and other official union business related to the bargaining unit. Administrative

time shall be considered paid time for purposes of this provision. The parties will work day shift with Saturdays and Sundays off, unless otherwise requested and mutually agreed to.

Section 18.07 Any bargaining unit member that is elected or appointed to a seat on the State or National FOP Executive Board or Committee or to the FOP/OLC Executive Board or Committees shall be granted paid time off for the purpose of serving in this capacity. The employee shall submit written documentation to the Sheriff verifying the need to participate or attend in such function and the employee shall seek prior approval for said leave preceding the event.

Section 18.08 The Sheriff will provide an office space for the FOP/OLC. The office will be a room that can be secured and space to occupy two (2) desks and filing cabinets. The office space shall be outside the secured area.

Section 18.09. In order to be more effective in resolving issues that impact layoffs, the Fraternal Order of Police President, One (1) Gold Unit Associate and one (1) Blue Unit Associates will be considered the most senior employees of the department during those times that Article 16 of the Collective Bargaining Agreement is implemented, and they shall not be eligible for voluntary layoff applications.

ARTICLE 19

OVERTIME

Section 19.01 Overtime shall be paid at the rate of one and one-half (1½) times a rate determined by dividing the employee's base pay by 2,080 hours. All bargaining unit employees shall be compensated at such rate for all hours worked over in a workday or, in excess of hours in any workweek. At the employee's option, the employee may be compensated with compensatory time. Compensatory time will be accumulated at employee's request. There will be no limit/cap on the number of compensatory hours that may be accumulated by an employee.

Section 19.02 All employees covered by this Agreement who are called out by a properly authorized person shall receive call out pay of four (4) hours straight time when called out for court, and three (3) hours straight time when called out for other reasons. The employee shall receive the call out pay as set forth herein, or the actual time worked, whichever is greater, at the overtime rate.

Section 19.03 Holidays, sick days, vacation days, personal days, and compensatory time shall be considered hours worked for the computation of overtime.

Section 19.04. A voluntary RDO sign up roster will be available in the supervisors office for employees to sign up to work any of their days off. The list will be filled in conjunction with the pay periods. If overtime is necessary, the supervisors will call those who signed up to work by seniority until accepted and or filled. The list shall rotate, as used; placing the top member to the bottom of the list if overtime is worked, refused, or no reply.

If there are no employees signed up or volunteering to work their day off, then the supervisor will first use all eight hour scheduled members to schedule overtime followed by the twelve hour scheduled members by using the following procedure. A seniority list of each shift within a division shall be used for selection of overtime. Starting with the most senior member in his/her classification currently on duty working that shift. The list shall rotate, as used, placing the top member to the bottom of the list if overtime is worked, and if overtime is refused, the member is placed at the bottom of the list.

Section 19.05 Any employee who works overtime may request to work any assignment within his or her division for the overtime hours worked. Such request shall not be unreasonably denied.

Section 19.06 Employees ordered to work overtime shall be selected from the bottom of the seniority list and the seniority rotation shall be in inverse order.

Section 19.07 Employees may each year of the Labor Agreement request payment for unused compensatory time up to two hundred (200) hours, and such payment shall be on the first payday in December. Request for payment shall be made in writing on the approved "Documentation of Leave Form", via the chain of command, no later than October 31st of each year.

The terms of this section shall be subject to the re-opener provisions for negotiations of this agreement as specified in Article 54 (Duration) Appendix A.

Section 19.07 The use of compensatory time by the employee will be at the discretion of the employee. The Employer has the right to deny such request if the time off interferes with the efficient operations of the department.

Section 19.08. By mutual agreement of the parties, this article may be negotiated for change as defined in Article 2.

ARTICLE 20

HOLIDAYS

Section 20.01 Each bargaining unit employee shall be entitled, according to their days at work bid schedule, (8) hours or (12) hours off with pay on the following holidays: the first day of January (New Year's Day), the third Monday in January, (Martin Luther King Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), the fourth day in July (Independence Day), the first Monday in September (Labor Day), the second Monday in October (Columbus Day), the eleventh day of November (Veteran's Day), the fourth Thursday in November (Thanksgiving Day), and the twenty-fifth day of December (Christmas Day). Each bargaining unit member will be entitled to eight hours of pay for any holiday that occurs on a scheduled day off. An employee shall receive his/her birthday off. Employee birthdays will be placed on each Divisional Vacation Calendar when the members bid their shifts, days off and vacations per Article 21 and Article 33. Birthday is not a premium holiday and shall be paid at regular hourly rate. If the member works his or her birthday, the member shall be entitled to eight (8) or twelve (12) hours of compensatory time dependent on their work schedule. If the member's birthday falls on his/her regularly scheduled day off, the member shall be entitled to their choice of eight (8) hours of regular pay or eight (8) hours of compensatory time, and this request shall be indicated on the appropriate leave form. The holiday shall be calculated for pay purposes only to be from the start of any given shift on the actual defined holiday that the member is at work.

Section 20.02 Any bargaining unit employee who is required to work on any of the holidays set forth in Article 20, Section 20.01 hereof shall receive an hourly rate of pay which is 2½ times the employee's regular hourly rate of pay for all hours worked on said holiday.

The terms of this section shall be subject to the re-opener provisions for negotiations of this agreement as specified in Article 54 (Duration) Appendix A.

Section 20.03 In order to receive holiday pay, an employee must work his regularly scheduled shift preceding or succeeding the holiday, unless the employee is off on regularly scheduled vacation leave. An employee who reports off sick on the holiday, without a physician's statement or certificate shall not be eligible for either sick leave pay or holiday pay. An employee who reports off sick on a holiday and who provides upon his or her return a physician's certificate shall use eight (8) or (12) hours of sick leave according to their bid schedule at the employee's regular rate.

Section 20.04 When a holiday established herein falls during a week in which an employee is on scheduled vacation, the employee shall not be charged for vacation leave for such holiday and the vacation leave which has been used shall remain to the credit of the employee's vacation leave balance.

Section 20.05 In addition, each bargaining unit employee shall receive four (4) personal days. These personal days shall be taken within the contract year providing such requests are not

denied by the Employer. The employee shall be required to notify the appropriate supervisor at least six (6) hours, if possible, prior to the use of a personal day, but preferably in one (1) shift.

ARTICLE 21

VACATIONS

Section 21.01 Each full-time member of the bargaining unit, after service of one (1) year, shall have earned, and will be due after the first year of service, eighty (80) hours of vacation leave with pay. One (1) year of service shall be computed as 2,080 hours in active pay status. Each full-time bargaining unit employee shall be entitled to vacation leave annually with pay as follows:

Upon completion of:

1 through 5 completed years of service	80 hours
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Beginning years:

6 through 10 completed years of service	120 hours
11 through 15 completed years of service	160 hours
16 through 20 completed years of service	200 hours
Starting 21 years of service	240 hours

At the completion of twenty-three (23) years of service, a member shall receive eight (8) hours of vacation each additional year

Each full-time bargaining unit employee shall accrue vacation leave as follows for each eighty (80) hours in active pay status.

Those entitled to 80 hours of vacation leave	3.1 hours
Those entitled to 120 hours of vacation leave	4.6 hours
Those entitled to 160 hours of vacation leave	6.2 hours
Those entitled to 200 hours of vacation leave	7.7 hours
Those entitled to 240 hours of vacation leave	9.3 hours

Section 21.02 An employee with more than one (1) year of service who separates from his employment for any reason, shall be entitled to be paid for his accrued but unused vacation leave. Payment will be made at the employee's rate of pay at the time of separation. In the event of the death of an employee, payment as set forth herein shall be made to the a.) surviving spouse; b.) child or children of the deceased employee eighteen years of age or older; or, c.) the father or mother of the deceased employee, preference given in the order named. Letters testamentary, letters of administration, or a consent to transfer issued by the tax commissioner or his agent shall not first be required before payment is made. However, should the above conditions not apply, then the payment shall be made to the estate of the deceased employee upon proper presentment of letters and a consent to transfer.

Section 21.03 During the life of this Agreement, the Sheriff shall distribute a vacation schedule in each division of the department every December. Employees in the bargaining unit may then request the dates during said December vacation bid they prefer to use their accumulated vacation leave. The

scheduling of vacation shall occur within four (4) weeks of departmental bidding, occurring sometime in the 2nd week of December.

An employee shall not be permitted to schedule the use of more than the amount of vacation leave that may be accrued as of the commencement of his or her vacation. Further, if it appears that at the time of the commencement of the vacation leaves sufficient balance does not exist to the credit of the employee, the Sheriff may adjust the employee's vacation schedule accordingly. Each employee shall be given the opportunity to request a first and second preference for the use of vacation leave. Subject to the staffing needs of the department, such request shall not be unreasonably denied. In the event that two or more employees within a division submit a request for the use of vacation leave for the same dates, and should the staffing needs of the department not permit, all such employee or employees with greater classification seniority shall be entitled to such vacation.

Section 21.04 Vacation leave requests submitted after January 1st each shall be honored on the basis of the date received by the division commander and no seniority rights shall attach to such requests.

Section 21.05 The Sheriff may, when exigent circumstances require, cancel scheduled vacation leaves. However, this right shall not be unreasonably exercised.

Section 21.06 Vacation leave requests made after January 1st shall be made at least twenty-one (21) days before the scheduled commencement date, and shall be approved or denied by the division commander within 7 days. The Sheriff or his designee shall waive after the vacation request is made, any time limits with the mutual consent of the parties.

Section 21.07 An employee may carry over up to two hundred (200) hours of accrued but unused vacation leave to the following year. Such carry over request must be submitted in writing by October 30th of each year and must be approved by the Sheriff. Deadline may be waived by mutual agreement of the parties. Such approval shall not be unreasonably denied.

Section 21.08 An approved unpaid leave (i.e., workers compensation, FML, medical, et al.) will not be considered a break in service for vacation purposes for any bargaining unit employee. The bargaining unit employee will continue to accrue service credit while on the unpaid leave.

Section 21.09 Any bargaining unit employee who has successfully completed his or her probationary period shall have any prior service with Mahoning County or any credited PERS service credit, tacked on to his or her departmental service for purposes of leave accrual.

Section 21.10 Any member with more than 5 yrs and less than 15 yrs completed service may request payment of up to two hundred (200) hours unused vacation or holiday time, members with more than 15 years and less than 25 yrs completed service may request payment of up to 300 hours unused vacation or holiday time, members with more than 25 years completed service may request payment for an unlimited number of hours unused vacation or holiday time, and such payment shall be paid the first pay in December. Request for payment shall be made in writing on the approved "Documentation of Leave Form" to the Sheriff, via the chain of command, no later than October 31st of each year.

The terms of this section shall be subject to the re-opener provisions for negotiations of this agreement as specified in Article 54 (Duration) Appendix A.

ARTICLE 22

CLOTHING AND MAINTENANCE ALLOWANCES

Section 22.01 Each bargaining unit employee shall receive as and for a clothing and maintenance allowance \$500 on or about April 1 and September 1.

The terms of this section shall be subject to the re-opener provisions for negotiations of this agreement as specified in Article 54 (Duration) Appendix A.

Section 22.02. Payment of such allowance shall be in a lump sum and shall be issued on a separate warrant of the County Auditor.

Section 22.03 The Sheriff will reimburse half (1/2) the cost of protective vests for bargaining unit members and the member shall be reimbursed within every five (5) years or the manufacturing life of vest. Members must provide an original receipt which must be submitted to the Administrative Division Commanding Officer for reimbursement. Reimbursement will be limited to half (1/2) of the actual cost, but shall not exceed five hundred dollars (\$500.00). Payment will be by separate check. Members who purchase and receive reimbursement for their vests will retain ownership of said vest.

Section 22.04 The County shall issue duty weapons to each bargaining unit member.

ARTICLE 23

LONGEVITY PAY

Section 23.01 All bargaining unit employees shall receive longevity payments after completion of the required length of continuous full-time service as an employee of the Mahoning County Sheriff's Department, pursuant to the following schedule:

After completion of:

5 years \$ 500.00

5 yrs through 15 completed years shall receive 110.00 per year of service

16 yrs through 20 completed years shall receive 125.00 per year of service

21 years or more shall receive 150.00 per year of service

The terms of this section shall be subject to the re-opener provisions for negotiations of this agreement as specified in Article 54 (Duration) Appendix A.

Section 23.02 Longevity payments shall be made in a lump sum and shall be issued on a separate warrant of the County Auditor on the basis of completion of the appropriate full year of service in the first pay period of December of each year.

Section 23.03 No employee hired after January 1, 2005 is eligible for longevity pay per agreement reached on August 9, 2007. Deputies hired after January 1, 2005 will not be eligible for longevity benefits now and in future contract negotiations.

ARTICLE 24

INJURED ON DUTY LEAVE

Section 24.01 When a bargaining unit employee is injured in the line of duty while actually working for the Sheriff on regular assignment, and is off more than seven (7) days as a result of the injury, the employee shall be eligible for Injured On Duty leave (I.O.D.). They shall be paid for all days from the date of injury, and there shall be no loss of benefits provided by this agreement during the I.O.D.

Section 24.02 To be eligible for injured on duty leave, the employee when injured, or if incapacitated, his designee must:

1. Submit a signed injury leave statement containing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of injured on duty leave; and
2. File for Workers' Compensation benefits with the Ohio Bureau of Workers' Compensation; and
3. Furnish the County with a signed medical authorization for the claimed injury for the release of medical records on a form approved by the Ohio Bureau of Workers' Compensation; and
4. Provide a medical certification from the employee's physician of record specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

Section 24.03 Once eligible, in order to receive injured on duty leave the employee must:

1. Suffer lost time from employment; and
2. Submit a medical certification from the employee's physician of record. Said medical certification shall specify the recommended treatment, the employee's inability to return to work as a result of the injury, and the employee's expected date of return to work.
3. Employee's healthcare coverage shall remain in effect for ninety (90) days at the beginning of employee's inactive status.

Section 24.04 The county reserves the right to require the employee to have an independent medical examination by a physician selected by and paid for by the County at any time when the employee is receiving injured on duty leave.

Section 24.05 Leave may be paid at the employee's current rate at the time of the injury for a period of three (3) months from the date of injury. The employer, the Mahoning County Sheriff's Department, reserves the right to review the employee's status every thirty (30) days.

Section 24.06 If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said leave shall cease and the employee will be required to reimburse the County for any amounts paid pursuant to this section. The County may exercise its right to reimbursement through payroll deduction either in pay or accrued time.

Any deduction by the employer shall not exceed more than five percent (5%) of the employee's pay but will not exceed twenty-six (26) pay periods.

Section 24.07 Seven (7) days before Injured On Duty leave ceases, the employee or his designee may elect to take accrued sick, vacation, or personal days or apply for extended sick or disability leave or Family Medical Leave (FML). This request must be in writing to the Personnel Coordinator.

Section 24.08 The employer shall provide all inoculations and tests to all bargaining unit employees for Hepatitis, Tuberculosis and related expenses within sixty (60) days of the signing of this agreement. A new hire will receive all inoculations within ten (10) days of hire.

ARTICLE 25

TRANSITIONAL WORK PROGRAM

The Transitional Work Program will be used to direct the work of all injured employees regardless of injury or origins of occurrence. This program will cover all employees regardless of rank or classification.

Section 25.01 The employee must present the employer with a medical return to work notice that indicates the employee can return to work under restricted function, commonly known as *light duty*. The return to work notice must be submitted five (5) calendar days prior to the return to work date. The return to work notice will be immediately referred to the Mahoning County Risk Manager.

Section 25.02 The County Risk Manager will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee.

Section 25.03 If the employee requesting transitional duty was not injured in a work related accident, the employee will be required to provide adequate medical documentation to support the return to work or sign a medical release to enable the Risk Manager to obtain medical records related to the injury/medical condition directly from the employee's treating physician.

Section 25.04 The Sheriff, along with the Risk Manager, will determine if the employee is eligible for assignment to the Transitional Work Program.

Section 25.05 The Sheriff, or a designee, will assign the employee requesting and approved for transitional work to an assignment for a period not to exceed Sixty (60) calendar days. The assignment of the employee will not cause the displacement of any other employee from any bid position. The transitional work assignments will fall outside of the bidding processes in the C.B.A. and will be discretionary assignments by the Sheriff. The transitional work assignments will not be permanent jobs and will not be construed as new jobs created for vacancy bidding.

Section 25.06 At the end of Sixty (60) calendar days, the County Risk Manager, the Sheriff, and the employee's medical provider, will make a decision as to the employee's availability to return to his/her regular assignment. It will be the expectation of the Sheriff that all employees will make the transition into their regular assignment within the Sixty (60) calendar days.

Section 25.07 If the employee cannot perform regular assignments at the end of the Sixty (60) calendar day limit, the Sheriff will consult with the Risk Manager regarding an extension of transitional assignments for a period of ten (10) more working days.

Section 25.08 An employee that was injured in a work related incident will not be eligible to return to Injured on Duty status at the expiration of their Sixty (60) calendar days of Transitional Duty.

ARTICLE 26

CHILD CARE/MATERNITY LEAVE

Section 26.01 A permanent bargaining unit employee shall be granted, upon prior application, an unpaid maternity leave. This leave may be for a period of up to 2 months; and, in any event shall not last beyond a date which is 3 months after the date of birth, delivery or adoption. Nothing herein shall prevent the employee from requesting a medical leave of absence should the employee be unable for medical reasons to return to work within 3 months after birth, delivery or adoption.

Section 26.02 An employee who wishes to request maternity leave shall do so in writing, and the writing shall be accompanied by a medical statement of the treating physician. The request shall indicate the expected commencement and termination dates of the leave. An employee who is unable to return to work on the projected termination date of the leave shall request an extension thereof, subject to the limitations imposed in Section 25.01 hereof. The request shall be in writing, shall be accompanied by a medical statement justifying the extension of the leave, and shall be submitted for approval before the expiration of the additional leave. The request for an extension shall not be deemed to have been approved by the Department until the employee receives written notification of the approval.

Section 26.03 Should an employee be unable for medical reasons to return to work at the expiration of 3 months after the birth, delivery or adoption, the employee may request an unpaid medical leave of absence. That request must be in writing and accompanied by a medical statement from the treating physician explaining the inability of the employee to return to work. Should the request for a medical leave of absence be approved, the employee must return at the expiration of the leave. The request for a leave of absence must include a projected date of return.

Section 26.04 Any leave granted hereunder shall be leave without pay. However, nothing herein shall prohibit the employee from using accumulated vacation, compensatory time, sick or personal leave for the entire period of 3 months or any part thereof.

ARTICLE 27

BEREAVEMENT LEAVE

Section 27.01 Each member of the bargaining unit shall be entitled to five (5) days of bereavement leave with full pay to attend the funeral of any of the following individuals: spouse, child or stepchild, parent, grandparents, sibling, in-law, or a ward or other person for whom the employee stands in loco parentis.

Section 27.02 Employees who require additional bereavement leave may apply for the use of accumulated but unused sick leave for such purposes.

ARTICLE 28

FAMILY AND MEDICAL LEAVE ACT

Section 28.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

Section 28.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

- a. The birth of a son or daughter, and to care for the newborn child;
- b. The placement with the employee of a son or daughter for adoption or foster care;
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Section 28.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

Section 28.04 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

Section 28.05 No employee shall lose seniority during the period of time off which is attributable to the Family and Medical Leave Act.

Section 28.06 An employee shall not be required to use paid leave prior to the use of unpaid leave.

ARTICLE 29

SUBSTANCE TESTING AND ASSISTANCE

Section 29.01 Drug and alcohol screening/testing shall be conducted randomly and upon reasonable suspicion, which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedures shall not preclude the Employer from other administrative action.

Section 29.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

Section 29.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense.

This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the Employer specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

Section 29.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section, may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel or drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the E.A.P. or counseling, or some other unusual and/or exceptional facts exist so as to bypass the E.A.P. in which case the Employer may impose disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrate the employee is no longer illegally using a controlled substance, the employee may be returned to his position. Such

employee may be subject to periodic re-testing at the discretion of the employer upon his return to his position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 29.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the employer. For the purpose of this article, "periodic" shall mean not more than two (2) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

Section 29.06 No drug testing shall be conducted without the authorization of the Sheriff or his designee. When the Sheriff orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the Office of the Sheriff and shall be kept confidential except as provided by the Ohio Public Records Law, however, test results and records may be used in future disciplinary actions as set forth in Article 15.

Section 29.07 The employee and the FOP/OLC shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 29.08 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

Section 29.09 Random drug testing may be conducted not more than twice in a calendar year, with no more than ten percent (10%) of bargaining unit employees being tested each time. The selection of the employees to be tested will be done by the drawing of names or employee members from the testing center.

ARTICLE 30

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 30.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined pursuant to Article 15 of this Agreement.

Section 30.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 30.03 This Article shall not operate to limit the Employer's right to discipline an employee pursuant to Article 15 of this Agreement for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary actions pursuant to Article 15 of this Agreement. An Employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 31

NOTICE TO CHANGE SCHEDULE

Section 31.01 Each bargaining unit employee who is subject to a change in his or her schedule shall be personally notified of that fact not less than fourteen (14) days in advance of such changes; provided, however, that such a change may be made for emergency reasons with less than said notice. This right of the Sheriff to make an emergency change shall not be abused.

Section 31.02 Should an employee be unable to report for duty, the Sheriff or his designee may deem such action an emergency and may schedule a bargaining unit member for the purpose of adequately staffing the shift.

Section 31.03 Schedule changes made hereunder shall not be made for purposes of avoiding overtime.

ARTICLE 32

VACANCIES/JOB BIDDING

Section 32.01 When the Sheriff or his designee determines that there is a position opening in a recognized division of the Sheriff's Office and the Sheriff or his designee intends to fill the position, a notice of vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. Written application show of interest must be received in the Personnel Department and to the F.O.P. President by the close of business on the last regular business day (Monday-Friday) prior to the end of the seven (7) calendar day period. The posting shall contain a description of the position to be filled, basic and special qualifications required, days off, and work shift. Vacancies shall be awarded subject to the following conditions:

- a. Classification Seniority

If there are no applicants, the vacancy may be filled by a new hire or less senior employee.

Section 32.02 All successful applicants must complete a thirty (30) calendar day trial period to demonstrate their ability to perform the requirements of this position. A performance evaluation shall occur within seven (7) calendar days before the thirty (30) calendar day trial period. Any member that fails to meet the requirements of the position at any time during the trial period shall be reassigned by the Sheriff, and shall receive a notice showing cause for the transfer and the inability to meet requirements. The member may appeal such action through the grievance procedure of this Agreement.

- A. During that trial period, the employee shall be subject to reassignment in accordance with the article for shift preference, currently Article 33, if applicable.
- B. Should the performance of a successful applicant be considered unsatisfactory as indicated by written performance evaluations, records of attendance and/or records of discipline, the employee shall be subject to reassignment (position and shift) solely at the discretion of the Employer. Such discretionary reassignment may continue until the next shift and/or day off preference bidding period, at which time the reassigned employee may resume his rights for bidding.
- C. Successful applicants shall be prohibited from applying for any other vacancies for a period of one (1) year from the date of reassignment. This vacancy bidding restriction will not apply for bids to seasonal, supplemental, or special detail vacancy jobs i.e land patrol, boat patrol.

Section 32.03 Any vacancy due to the reassignment of a successful applicant who failed the trial period shall be re-posted in accordance with Section 01. Reassignment of an employee who

failed the trial period shall not result in the involuntary displacement of other employees who filled openings during the posting process.

Section 32.04 Certain assignments are confidential in nature in order to protect the individuals and the integrity of their work. These positions will be exempt from the provisions of this article.

The Blue unit will be used for no more than (21) exemptions. The total exemptions to be taken by the Sheriff will consist of 8 corrections and 13 other.

Section 32.05 Nothing in this Article shall limit or interfere with the Employer's right to declare a vacancy for reasons of attrition, the creation of new or additional positions, or the failure of an incumbent employee to satisfactorily perform the requirements of a position, or the Employer's right to make temporary reassignment as necessary to fill vacancies pending the posting process.

Section 32.06 The Employer may temporarily transfer an employee for a period not to exceed thirty (30) working days. When the Employer determines (with sufficient notice) that it is necessary to make a temporary reassignment within a division, the Employer shall select employees from within the division requiring the reassignment who are at work and qualified to perform the assignment on a rotating basis, subject to the following conditions:

- A. The Employer shall offer the temporary assignment to the most senior employee, etc., until accepted. The Employer shall offer the next occasion of temporary reassignment to the employee who is next most senior to the employee who last accepted a temporary reassignment, until exhausting all employees on the shift, and returning to the most senior employee.
- B. In the event no employee accepts the temporary reassignment as provided in subparagraph (A) of this section, the least senior employee shall be required to work the temporary assignment. On the next occasion, the employee who is next least senior to the employee who was last required to work the temporary reassignment, etc., until exhausting all employees on the shift in inverse order set forth in subparagraph (A) of this section, and returning to the least senior employee.
- C. It shall not be necessary for the Employer to follow the procedure set forth in this section in selecting employees to work a temporary reassignment when the Employer does not have sufficient notice of at least eight (8) hours of the necessity for such temporary reassignment.

Section 32.07 The Sheriff and the FOP/OLC recognize the practice of daily post bidding. In order to codify and agree to the procedures, the following sections have been mutually agreed.

Section 32.08 Deputy Sheriffs on probation will be assigned posts by the Shift Supervisor, in order to ensure such members' training, evaluation and safety. The rotation of probationers through such post assignments will be a management prerogative. Probationers will be assigned their posts after all posts have been bid by seniority.

Section 32.09 The parties recognize that the posts within the Sheriff's Department must be filled on a daily basis and that personnel on duty will be bid by seniority on a daily basis. Corrections Division daily bids for jobs will include allowing all division staff to bid on duties other than known positions. These unknown daily functions or assignments shall be bid by seniority. When other assignments occur or become known, the shift supervisor will bid personnel to those duties by seniority. Personnel that are not present at the start of roll call will not be eligible to bid that day.

Section 32.10 Deputies who are the subject of an internal affairs investigation or for other good cause shown, may be restricted from bidding a particular post or group of posts within the jail during the pendency of such investigation or other cause, provided that the Jail Warden provides a written justification to the affected employee. Such a restriction cannot exceed sixty (60) days from the date of such notification.

ARTICLE 33

SHIFT AND DIVISION BIDDING

Section 33.01 All full-time Deputy Sheriffs, with the exception of Deputy Sheriff's on probation with less than six (6) months service, will be eligible to bid their shifts, days off, and divisions every year of the bargaining agreement, and will also bid their shifts and days off within their assigned division mid-calendar year of this Agreement as further described in this article. Positions made by the Sheriff which are exempt pursuant to Article 32 will not be made available for annual bidding pursuant to this Article. Deputy Sheriffs on probation, during their first six (6) months of employment, who were hired after the bidding process will be assigned to their division, shift and days off by the Administration. After their first six (6) months, such probationers will be eligible to participate in the regularly scheduled bid cycles thereafter.

Section 33.02 The Sheriff or his designee, will cause the Department's seniority list by classification seniority, to be updated semi-annually, effective as of April 31 and October 31 of each year. Copies of the department's seniority list will be distributed to Division Commanders, the F.O.P. President and the O.L.C. Associate. A copy will also be posted in the Department's bulletin board across from the roll call room.

Section 33.03 Division Commanders will create blank divisional schedules that include all shifts and days off for all divisions and work units within divisions (i.e., JJC, Oakhill, Patrol, etc. in the Field Operations Division). Divisional Commanders will submit their proposed schedules to the Sheriff on or about October 31st. The Sheriff will then cause a blank department-wide master schedule to be prepared showing all biddable shifts, days-off, and work units in each Division and an exempt position roster. This blank master and exempt position roster schedule will be posted in the bulletin board across from the roll call room by the end of the 1st week of November of each year. Copies of the blank master schedule will also be distributed to Division Commanders, the F.O.P. President and the O.L.C. Associate.

Section 33.04 The Administrative Division Commander will prepare an employee bid schedule in cooperation with the F.O.P. President and the O.L.C. Associate. Such dates and times, based on seniority rankings, will become the bid schedule. The list of scheduled employee bid dates and times will be posted in the bulletin board across from the roll call room and distributed as described herein by the end of the 1st week of November. Actual bidding will occur beginning two (2) Tuesdays before the Thanksgiving holiday. Employees who participate in the bid schedule, will not be considered to be in a pay status if not otherwise on duty nor will such members be eligible for call out pay during this process.

Section 33.05 Members wishing to bid must show up in the roll call room at their designated date and time. Any member who shows up to bid after their designated time will be given the right to bid any remaining available positions ahead of the person presently bidding. However, any member who cannot be present to bid in person may bid by proxy.

Members wishing to bid by proxy must provide their O.L.C. Associate with their written authorization prior to their bid slot. The vacation bidding will take place within three (3) weeks of the actual bid.

- a. The O.L.C. Associate must present the written proxy to the Sheriff's Administrative Division Representative in order to bid for the absent member. The Union Representative will then choose the division, shift, and days off for the absent member.
- b. Being absent during the scheduled bid time or failing to provide written Proxy prior to the bid, forfeits the member's right to exercise his/her bidding rights for the annual bid cycle. The Corrections Division Commanding Officer will summarily schedule such employees to the last vacant position. Assignment under these circumstances shall not be appealable through the grievance procedure.
- c. During the entire bidding process, the Roll Call Room shall be attended at all times by:
 1. Sheriff's Administrative Division Representative
 2. Union Representatives
- d. During the times that shift/days off bidding and vacation bidding are occurring, no other member will be permitted in the roll call room other than the member who is utilizing their designated time slot to bid. The doors will remain secured and all other members shall remain outside until it is their time to bid.

Section 33.06 After the open bidding process has concluded, the Sheriff shall then post the new department wide bid selections on or about by December 1st. The annual new bid selections will take effect on the first Sunday of the first full pay period and three (3) week jail schedule cycle in January of each year.

Section 33.07 All jobs filled by this bid process wherein the member bids out of his/her division and/or work unit to a different division and/or Work Unit (example: JJC Security or Corrections to Courthouse Security) must complete a thirty (30) calendar day trial period to demonstrate their ability to perform the requirements of the position. Changes in shifts and/or days off are not considered changes in work units. A performance evaluation shall occur within seven (7) calendar days before the end of the thirty (30) calendar day trial period. If no evaluation is done as per this Section, then the employee shall remain in that division until the next annual bidding process.

- a. Any member that fails to meet the requirements and has been recommended for transfer by the Division Commander, shall be given notice and cause for such recommendation. The employee will then have an opportunity to refute the recommendation in writing or in person to the Sheriff before a final transfer decision is made. At the end of the thirty (30) day period, the Sheriff will notify the employee of his final decision.

- b. Any member who has been deemed by their Division Commanding Officer and the Sheriff as being unable to satisfactorily perform their job assignment, may be transferred at the discretion of the Sheriff. Members so transferred may appeal the decision through the Grievance Procedure of this Agreement.

Section 33.08 In conjunction with section 01 and sections 02 through and including Section 05 of this article, divisional shifts, and days off bidding within assigned divisions and work units will occur according to the following schedule:

- A. April 31ST Effective date of revised Seniority List
- B. May 7TH Divisional Commanders submit schedules to Sheriff
- C. May 15TH Sheriff posts and distributes approved schedules for each division
- D. First Tuesday before Memorial Day actual Bidding begins
- E. June 1ST New Shifts and days off as bid are posted
- F. New schedule effective First Sunday of the first full pay period and three (3) week jail schedule cycle in June
- G. NOTE: The divisional bid cycle described herein only applies to shifts and days off and does not apply to Divisions and work units described in Sections 02 through 05.

Section 33.09 The bargaining unit members may, through a request submitted to the immediate Supervisor, submit an exchange of shifts with a member in the same classification. Both members that are affected by the change must be in agreement, and such change cannot create an additional cost to the employer. Request shall be made within a reasonable time prior to the trade. Shift exchanges for longer than thirty (30) days must be personally approved by the Sheriff or his designee. No shift differential premiums will be paid for shift exchanges less than full pay periods.

ARTICLE 34

INSURANCE COVERAGE

Hospitalization Coverage for Employees

- A. The County will offer at least a POS and PPO option at the same level of benefits during the term of this agreement. The County will offer similar benefits as are offered upon the effective date of this agreement. The term "similar" means the panel of benefits coverages in place as of April 1, 2003 will remain ostensibly in place for the term of the agreement. The determination as to the benefit carrier will be made by the County in as much as the purchase of hospitalization insurance is required by law to be competitively bid.
- B. Bargaining unit members shall contribute ten percent (10%) of the premium with no cap:

When the County negotiates another contract for health care, the Union shall be provided the option of participating in a County-wide health care committee.
- C. Bargaining unit members may be able to opt out from the hospitalization plan at a rate of One Hundred Dollars (\$100.00) per month, minus taxes paid on twenty-six (26) pays.

ARTICLE 35
COMPENSATION

Section 35.01

Years of Service	Rates Per Hour and Yearly
	Effective 07/01/2013
Beyond 10 Years Service Deputy 5	\$21.62 Hourly \$44,969.60 Annually
Beyond 8 Years Service Deputy 4	\$16.63 Hourly \$34,590.40 Annually
Beyond 3 Years Service Deputy 3	\$15.82 Hourly \$32,905.60 Annually
Beyond 18 months Service Deputy 2	\$15.00 Hourly \$31,200.00 Annually
Entry Rate of Pay Probationary Rate Deputy 1	\$13.10 Hourly \$27,248.00 Annually

Section 35.02 The wage rates for the employees of this bargaining unit are: as set forth in Appendix A to this Agreement.

The terms of this section shall be subject to the re-opener provisions for negotiations of this agreement as specified in Article 54 (Duration) Appendix A.

Section 35.03 Effective May 1, 2004, the Employer shall contribute three percent (3%) of the employee's portion of the contribution required to the Ohio Public Employees Retirement System.

Section 35.04 Shift Differentials shall be paid the following in addition to their hourly rate:

12 hour shift differential: 2nd shift at \$.40 cents an hour

8 hour shift differential: 2nd shift at \$.30 cents an hour
3rd shift at \$.40 cents an hour

Swing shift: \$.40 cents an hour

ARTICLE 36

SUSPENSION OF AGREEMENT IN EMERGENCY

Section 36.01 In the event of any riot, civil disturbance, catastrophe or natural disaster, as determined by the Sheriff, all provisions of this Agreement may be suspended, except for those provisions establishing rate of compensation.

Section 36.02 Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of the suspension of the Agreement, and reimplementation of the Agreement will immediately begin.

Section 36.03 Once such disastrous or emergency event has ceased, there may be a grace period, not to exceed fourteen (14) days, in which all suspended terms of the Agreement shall be re-implemented.

ARTICLE 37

PROMOTIONS

Section 37.01 Promotion Criteria

All ranks within the Sheriff's Office, with the exception of the Sheriff, Chief Deputies, Majors, and fiduciary positions, shall be classified. All promotions to classified positions shall come from within the Sheriff's Office, and shall be filled from eligibility lists established by fair and objective promotional examinations. Promotions shall occur in the following order; Deputy Sheriff to Sergeant, Sergeant to Lieutenant, Lieutenant to Captain.

Any classification being tested for must have more than one (1) candidate to test for the classified position. Should only one (1) candidate apply to test for the promotion to Sergeant, the classification of Deputy Sheriff shall be eligible providing those individuals meet the five (5) year requirement as stipulated in this article. (i.e. if only one (1) Sergeant applies to test for a Lieutenant exam, all deputies that have five (5) years in their classification are qualified and may apply to test for the Lieutenant's position)

An applicant must have at least five (5) years of service in the classification of Deputy Sheriff with the Mahoning County Sheriff's Department immediately prior to the examination date for Sergeant, unless the second paragraph of this Article applies.

An applicant must have at least two (2) years of service in the rank of Sergeant with the Mahoning County Sheriff's Department immediately prior to the examination date to test for Lieutenant.

An applicant must have at least two (2) years of service in the rank of Lieutenant with the Mahoning County Sheriff's Department immediately prior to the examination date to test for Captain.

Promotional eligibility lists shall be valid for two (2) years from the date the test is certified by the testing agency. A new certified eligibility list will be available within two (2) months of the expiration of the old eligibility list unless an extension is mutually agreed upon by the Sheriff and the Fraternal Order of Police/Ohio Labor Council. The examination announcement shall provide a list of study materials. There will be at least eight (8) weeks of study preparation. An eligibility list shall be posted within three (3) weeks from the date of the examination.

For the purpose of years of service, anytime a member suffers actual loss of time due to a disciplinary suspension that time shall not be calculated as service time for promotional purposes. Any time that a person has a pending lost time arbitration, that time shall be calculated as service time.

Section 37.02 Promotional Examination and Scoring Procedures

The parties as defined in Article I will mutually agree to testing standards prior to any test administration.

The Testing Administrator, an outside agency, will use a standard percentage grading system, based on a 100 point scale, for determining the total written exam score of a candidate. The names of the candidates whose total written exam score is below seventy percent (70%) will neither appear on the promotional list nor will the candidate be eligible for promotion. To be eligible for promotion or seniority credit the written section must be passed with seventy percent (70%). Seniority points shall be credited towards the candidate's total written score and shall be awarded as follows: One percentage (1%) point for each year of accredited seniority in the Sheriff's Office, up to a maximum of ten percentage (10%) points, for ten (10) years accredited seniority on promotional exams shall only be applied to a passing score. The written score and seniority points shall be added together to determine a candidate's composite score.

If the test administrator provides post test review with members, said review will be provided.

Section 37.03 Test Development and Administration

Section 37.04 Eligibility List

The eligibility list shall remain active for a period of two (2) years from the date such list is certified. The list shall provide a date to establish the effective date. The eligibility list will be established by total composite score. Selection will be from the top composite score until the list is exhausted. The eligibility list shall be posted on the F.O.P. bulletin boards immediately upon receipt from the testing authority.

Unless agreed upon as listed in Section 37.01 of this Agreement, each eligibility list shall expire after two (2) years from the date the test is certified. At that time, old scores as well as the list will be replaced with a new list upon the completion of the testing process. Seniority of officers appointed on the same day from the eligibility list will be by highest composite score.

ARTICLE 38

CONTINUING EDUCATION

The County recognizes the educational and career aspirations of its employees and has developed an education program designed to meet the needs of both the Agency and its employees.

Section 38.01 In order to participate in the education program, the employee must be a full-time employee and be in good standing including performance, attendance, and behavior. This is limited to course work towards at least a two (2) year degree at an accredited institution of higher learning. All participants must work towards obtaining a degree. Employees must have completed at least one (1) year of service.

Section 38.02 The employee must have the course work evaluated and approved by the Appointing Authority or his designee prior to the enrollment. Payment and reimbursement for tuition is limited to expenses not covered by financial aid. The County maintains complete discretion as to what course work can be taken and as to whom may take course work. Required forms are available in the Human Resources Department and must be timely submitted in order to receive consideration.

Section 38.03 The Appointing Authority's decision on approving course work at the institution of choice will be affected by cost, distance, and convenience factors. Approval will be granted in order of preference as follows: in-house education programs, public institutions, and private institutions.

The student must attend class regularly, and is expected to satisfy all other requirements as determined by each professor/instructor. Completion of work assignments and studies are expected to be accomplished on the employee's own time. If a required course is offered only during normal working hours, the employee will be required to use personal, compensatory or vacation time.

In consideration of receiving a tuition free education, employees who participate in the Tuition Reimbursement Program will be expected to continue their careers with the County for at least one (1) year after completing their course of study.

Participation in the program shall cease if the following should occur:

1. The employee leaves full-time employment, either voluntarily or mandatory, with the County after enrollment or during the completion of a course(s);
2. The student fails to maintain a satisfactory G.P.A.;
3. The student drops out of a course or the program either at the direction of the Appointing Authority or of their own choosing;

4. The student fails to provide official grade report as required;

In any of the above noted situations, approval from the Appointing Authority will be necessary in order to again participate in the program.

Continuing participation is dependent upon:

1. The student being in good academic standing for the program to which he is undertaking, and the student maintains a satisfactory cumulative grade point average;
2. Pass/fail courses shall be reimbursed, without the prior consent of the Director;
3. A copy of the student's official grade report shall be presented to the Human Resources Administrator no later than three (3) weeks after the completion of a quarter or semester. Failure to do so could result in the suspension of privileges; and failure to pay the reimbursement;
4. The student satisfactorily progresses towards completing the degree program.

Section 38.04 Tuition Reimbursement Program

The County will reimburse an employee for tuition and textbooks for pre-approved courses in accordance with the employee's final grade in the course as follows:

Grade of A:	100%
Grade of B:	80%
Grade of C:	75%
Below C (including C-)	0%

The number of employees who may be required under this program shall be subject to the availability of funds to each department. Funds for this purpose should be budgeted in January of each year. In the event that funds are limited, employees currently enrolled in a program will be given first preference based on agency needs (job relatedness) and grade point average. All other funds will be made available to employees on the basis of seniority and availability in the annual appropriations budget.

ARTICLE 39

PERSONNEL FILES

Section 39.01 The Mahoning County Sheriff shall maintain the only personnel files of the bargaining unit members. No other file shall be kept or used for the purpose of reference to any action for discipline of the member, or evaluation. Any member of the bargaining units shall be permitted to review his or her personnel file. Upon request, the Officers shall have a copy of any material placed in his or her official file. A copy shall be provided to the employee of any material placed in the employee's personnel file.

Should a bargaining unit member upon review of his or her file, read/observe material of an adverse nature, said bargaining unit member may provide a written and signed comment in response to said adverse material. Such comment shall remain in the bargaining unit member's file so long as the adverse material remains.

When a bargaining unit member, is charged with or is under investigation of violations of departmental rules and regulations, reasonable efforts consistent with applicable law, shall be made to withhold publication of the bargaining unit member's name and extent of the disciplinary action taken or contemplated until such time as a final departmental ruling has been made and served on the bargaining unit member. Any confidential investigative report relative to said bargaining unit member shall not be required to be placed in the member's personnel file. A member will be present if any person requests to review his or her personnel file.

To the extent permitted by law, the employer shall not disclose any information contained within the personnel files. Current case law holds that law enforcement personnel photographs are not public record; therefore the employer is not permitted to release employee's photos and/or personal information to the media nor to any persons pursuant to a public records request. The Sheriff will not release any members photograph for public view.

ARTICLE 40

INDEMNIFICATION

Section 40.01 The Employer shall provide for all Bargaining Unit Members the defense and indemnification required by the Ohio Revised Code as it is now enacted, or as it may hereafter amended.

ARTICLE 41

SHIFT EXCHANGE

Section 41.01 The bargaining unit members may, at a request submitted to the immediate supervisor, submit an exchange of shifts with a member in the same classification and within the same division. Both members that are affected by the change must be in agreement, and such change cannot create an additional cost to the employer. Request shall be made within a reasonable time prior to the trade.

ARTICLE 42

HOSTAGE LEAVE

Section 42.01 Members who were taken as a hostage, shall receive a five (5) day leave, not deducted from any accumulated leave in this Agreement, and such leave shall be on the member's regular scheduled days of work. The member may have an extended leave, as provided in the "Injury Leave" Article 24, provided a medical report supports the need to have more time off for the purpose of recuperation. The member shall provide a physician's statement stating the approximate time he may return to his normal duties.

ARTICLE 43

SPOUSE BENEFIT

Section 43.01 A spouse or dependent child, providing there is no spouse, of any member who is killed in the performance of his duties shall receive the bi-weekly wages and medical benefits of the member. This benefit shall be paid for a period of one (1) year from the date of the fatality, unless the spouse remarries, at which time the benefits are stopped.

ARTICLE 44

JURY DUTY

Section 44.01 If a member is subpoenaed to jury service, he or she shall be considered to be on paid leave for such period and shall not be required to work on his or her normal scheduled shift.

ARTICLE 45

MILITARY LEAVE

Section 45.01 The members who serve in the military service shall be granted paid leave for all required meetings or exercises as set forth in the State and Federal Law.

ARTICLE 46

CRITICAL INCIDENTS

Section 46.01 For the purpose of this Article a Critical Incident shall be defined as:

Any event that occurs that has the ability to overpower the Bargaining Unit Member's ability to cope mentally, physically, or emotionally with the effects of the incident. Some examples of Critical Incidents are (but not limited to):

Any line of duty death, officer involved in a shooting, physical assault, hostage situations, suicides, sudden or unexpected death of an employee or family member, child fatalities, or mass casualty incidents.

Section 46.02 The Employer and the Union agree that within ninety (90) days of the execution of this Agreement the parties shall jointly put into effect a policy on dealing with Critical Incidents. The parties agree that this policy will be the product of joint labor/management meetings conducted at times and locations mutually agreed to by and between the parties and that all elements of the policy must be agreed upon by both the Employer and the Union before any part of the policy may be implemented.

The parties also agree that this policy may be modified/changed from time to time as new information becomes available and that all changes/modifications to the policy must be in writing and agreed to by both parties prior to implementation of the change/modification.

Section 46.03 The Employer and the Union agree that when a Critical Incident occurs, every effort will be made to involve the F.O.P. Critical Incident Response Service (C.I.R.S.) in dealing with the incident. The Union understands and agrees that utilization of (C.I.R.S.) will be without cost to the Employer. The Employer understands and agrees any/all other cost(s) related to referral of the Bargaining Unit Member in his/her recovery from the Critical Incidents that are covered by the Employer's medical insurance coverage, workers compensation, retirement system, shall be paid by the Employer.

ARTICLE 47

PROFESSIONAL DEVELOPMENT

Section 47.01 It is the goal of both the Sheriff and the members of the bargaining unit to encourage and support professional development within the department. The parties recognize that on-going training, attendance at seminars, membership in professional organizations, or efforts to maintain or improve physical fitness and health support such goals. Members who can demonstrate their personal contribution and involvement in such professional development activities, may have such direct expenses reimbursed quarterly, up to a limit of three hundred fifty dollars (\$350.00) per year.

- a. It is not the intent of this Article to replace the Sheriff's duty to adequately train the workforce and meet its in-service training responsibilities

Section 47.02 Examples of allowable expenses which meet the intent of Section 01, include, but are not limited to, the following:

- a. Annual memberships in law enforcement or correctional organizations, such as AJA, ACA, I.A.C.P., BSSA, OACP, NSA, SPI, etc.
- b. Attendance at training classes or seminars for topics that are job-related.
- c. Membership in health or fitness clubs such as the YMCA, YWCA, Club South, etc., where the employee is engaged in aerobic, anaerobic, or weightlifting activities designed to build health and fitness.
- d. Expenses incurred from attending professional conventions for organizations included under paragraph "a" above.

Section 47.03. Payment shall be made to the bargaining unit member within thirty (30) days of the receipt/invoice being submitted to the Sheriff's Department. Receipts must be submitted by the last date of the quarter in which it was purchased. The quarters in a calendar year will be as follows:

January 1 to March 31
April 1 to June 30
July 1 to September 30
October 1 to December 31

Pre-authorization from the Appointing Authority must be received on the approved form prior to the purchase date listed on the receipt. The pre-authorization form along with the original receipt/invoice must be submitted to the Fiscal Office on the last day of the quarter it was purchased.

ARTICLE 48

FITNESS FOR DUTY

Section 48.01

Examinations. The Employer may have an employee examined by a physician to determine his or her physical fitness to perform the assigned duties, when symptoms of a disability become manifested or when job performance declines either qualitatively or quantitatively. The Employer shall select and pay the physician. Examination will be conducted during work time. The physician shall provide to the employee and to the Employer a physical examination report and recommendation regarding that employee's fitness for duty. In the event the Employer's physician indicates that the employee is not fit for duty, based upon the employee's inability to perform like duties of other similar employees, the employee shall be placed on a selected leave (i.e., sick leave, vacation leave, comp-time leave, disability leave or leave of absence).

Section 48.02

Employee Appeal. If, prior to selection leave, the employee disagrees with the Employer's physician concerning his fitness for duty, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. Such examination shall be arranged and paid for by the employee. If the employee's physician and the Employer's physician cannot agree on the employee's fitness for duty, they shall designate by mutual agreement an independent physician to examine the employee and determine whether or not he is fit for duty. The Employer will arrange and pay for the physical examination by the independent physician, whose determination shall be binding upon all parties.

Section 48.03

Reinstatement. Once the employee is found to be unfit for duty as described herein, such employee shall have recall rights for five (5) years from the date of the final and binding decision of the independent physician. Recall shall be based upon the employee's ability to meet the fitness requirements. The Employer agrees to save the union harmless in the event of any legal controversy with regards to application of this provision.

ARTICLE 49

CONTRACTING OUT

The Mahoning County Sheriff's Office, the Mahoning County Commissioners, full-time Deputy Sheriffs, Sergeants, Lieutenants, and Captains of the Mahoning County Sheriff's Office, shall agree that no services provided by the members of this Collective Bargaining Agreement shall be contracted out, or any work performed by any person or persons within the member's classification.

Section 49.01. Bargaining Unit work shall consist of patrol division, jail division, detective division, or any other work normally performed by bargaining unit members. Bargaining unit employees shall perform bargaining unit work. Non-Bargaining unit employees shall not be used to displace any bargaining unit employees.

ARTICLE 50

MINIMUM STAFFING

The parties agree to negotiate minimum staffing effective January 1, 2007.

ARTICLE 51

GOVERNMENT PROGRAMS

No person covered under this agreement shall be excluded from working any detail in which the funding of such detail is either directly or indirectly and partially or fully funded by any city, county, state, federal government, political subdivision, public agency, public body or any other like entity or agency. All persons regardless of rank shall be provided equal opportunity to apply for and work these details.

These details shall be monitored to ensure and maintain equal distribution among all persons applying to work details. Positions that are created or continue year to year shall be bid as jobs in accordance with Articles 32 and 33 (or any other Article by number that associates to job bidding) whichever is most applicable.

ARTICLE 52

REINSTATEMENTS

Section 52.01. After five (5) years of service bargaining unit members may request and shall be granted up to twelve (12) months unpaid leave of absence.

Section 52.02. A bargaining unit member with ten or more years of service within the MCSO shall have the right to be reinstated after separation for not more than twelve (12) months from employment either after resignation or after an approved unpaid leave of absence. Any such member shall request reinstatement in writing to the Sheriff and the employee shall be returned to their previously held classification with the same rate of pay and credit for continued seniority. Any employee who exercises the benefits of this section, resignation and reinstatement, who receives termination pay (payouts) will not be eligible for reinstatement for a minimum of six (6) months. This benefit is good to use only once every four (4) years of service with the MCSO. If the employee does not take reinstatement within the one (1) year time frame; he or she shall be considered to have resigned from the agency in good standing.

Section 52.03. Upon the request and granting of any leaves of absences under this section, the employee shall submit a payment equal to twelve (12) months of union dues payable to the FOP, Ohio Labor Council, Inc.

ARTICLE 53

RETIREMENT

Each bargaining unit member who retires in the traditional retirement program after 25 years of service (excluding all disability retirements or separations) shall have the option to purchase their duty weapon for the sum of one third (1/3) of the current market value of the weapon as appraised by a firearms retailer within this community.

The member shall be issued a retirement Identification Card from the office of Sheriff and a wallet badge stating retired deputy sheriff.

ARTICLE 54

DURATION

Section 54.01 The parties understand and agree that the funding or available resource of the Mahoning County Sheriff's Office are difficult to predict and that current and future State and County budgets may have additional negative impact on the budget of the Sheriff's Office. As such, the parties agree to re-open negotiations for the following articles only:

Article 19	Overtime	Section 19.07
Article 20	Holidays	Section 20.02
Article 21	Vacations	Section 21.09
Article 22	Clothing Allowance	Sections 22.01
Article 23	Longevity	Section 23.01
Article 35	Compensation	Section 35.01

The parties mutually agree to re-open negotiations for all of the economic articles identified above by one party or the other serving notice to negotiate on the other party. The period for the re-opener of negotiations shall commence on or about April 1, 2014. The re-opening of this agreement shall invoke the dispute settlement procedure set forth in O.R.C. Section 4117.14.

Section 54.02 This contract will be effective on July 1, 2013 until June 30, 2016.

APPENDIX A

The parties agree that Agreement shall be subject to the impasse proceedings, including fact-finding and conciliation, as contained in the Ohio Collective Bargaining Act, Ohio Revised Code Chapter 4117 and the by-laws of the FOP Ohio Labor Council.

The parties agree that for the period of July 1, 2013 and ending on June 30, 2014, the financial provisions specified under Article 19 - Section 19.07, Article 20 - Section 20.02, Article 21 - Section 21.09, Article 22 - Section 22.01, Article 23 - Section 23.01, Article 35 - Section 35.01 and Article 54 - Section 54.01 will be paid to all bargaining unit members as outlined in the language of this agreement.

The period for the re-opener of negotiations shall occur on or about April 2, 2014.

APPENDIX B

The parties agree that the effective date of the collective bargaining agreement will be retro-active to June 30, 2013 for the provision of Compensation. This effective date is being revised due to the fact that the pay period begins on June 30, 2013.

All parties fully understand that this is a one-time event and that no other provisions in the contract are retro-active to June 30, 2013.

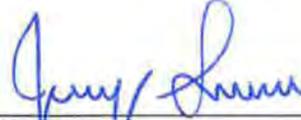
IN WITNESS WHEREOF, the parties have caused their signature to be affixed hereto on the 15th day of August, 2013.

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

MAHONING COUNTY, OHIO



Charles Wilson, Staff Representative



Sheriff Jerry Greene

NEGOTIATING COMMITTEE:
BLUE UNIT:

Approved by Mahoning County Board
of County Commissioners:



County Commissioner



County Commissioner



County Commissioner

APPROVED AS TO FORM:



Mahoning County Prosecutor's Office

**RESOLUTION
RES 13-08-022**

BE IT RESOLVED that upon the recommendation of Jerry Greene, Mahoning County Sheriff, and Karen D. U'Halie, Director of Human Resources, the Board of Mahoning County Commissioners does hereby approve the collective bargaining agreement between the Mahoning County Sheriff's Department and the Fraternal Order of Police, Ohio Labor Council, Inc., representing the Blue Unit – Deputy Sheriffs under SERB Case No. 2013-MED-04-0453.

Effective July 1, 2013 and expires on June 30, 2016.

BE IT FURTHER RESOLVED, that a copy of said agreement is on file in the office of the Mahoning County Commissioners, 21 W. Boardman St., Suite 200, Youngstown, OH 44503.

It was moved by Mr. Traficanti, and seconded by Mr. Ditzler, that the foregoing Resolution be approved this 15th day of August, 2013.

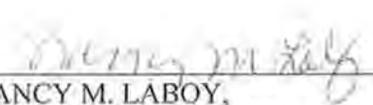
Roll call voting resulted:	Mr. Ditzler:	aye
	Mrs. Rimedio-Righetti:	aye
	Mr. Traficanti:	aye

WHEREUPON, the President of the Board declared the foregoing Resolution be duly adopted this 15th day of August, 2013.



CAROL RIMEDIO-RIGHETTI,
PRESIDENT OF THE BOARD

ATTEST:


NANCY M. LABOY,
CLERK OF THE BOARD

JR. VOL. 101, PAGE 447

cc: Auditors
FOP
Human Resources
Sheriff's Office