



**COLLECTIVE BARGAINING AGREEMENT**

13-MED-04-0455

1518-05

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08/21/2013

**BETWEEN THE**

**MAHONING COUNTY SHERIFF'S DEPARTMENT**

**And**



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

**REPRESENTING**

**CIVILIAN UNIT**

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

## INDEX

<u>Article</u>		<u>Page</u>
1	Purpose .....	4
2	Recognition of the FOP .....	5
3	Non-Discrimination .....	6
4	Conformity to Law.....	7
5	Management Rights .....	8
6	Payroll Deduction & Fair Share.....	9
7	Grievances.....	10
8	Sick Leave.....	13
9	Hours of Work .....	15
10	Training Time .....	16
11	Seniority .....	17
12	Probationary Period .....	19
13	Bill of Rights.....	20
14	Work Rules/Regulations .....	21
15	Discipline .....	22
16	Layoff and Recall .....	24
17	Labor Management Committee .....	26
18	Ohio Labor Council/FOP Activities .....	27
19	Overtime .....	28
20	Holidays .....	29
21	Vacations .....	31
22	Clothing Allowance .....	34
23	Longevity Pay .....	35
24	Injured on Duty Leave .....	36
25	Transitional Work Program .....	38
26	Child Care/Maternity Leave .....	39
27	Bereavement Leave.....	40
28	Family and Medical Leave Act.....	41
29	Substances Testing and Assistance.....	42

<u>Article</u>	<u>Page</u>
30	Employee Assistance Program (EAP) ..... 44
31	Notice to Change Schedule..... 45
32	Union Representation..... 46
33	Union Bulletin Board..... 47
34	Insurance Coverage..... 48
35	Compensation ..... 49
36	No Strike/Lockout..... 51
37	Vacancies, Promotions, Job Bidding ..... 52
38	Continuing Education ..... 53
39	Personnel Files ..... 55
40	Indemnification ..... 56
41	Job Descriptions/Job Audits ..... 57
42	Temporary Transfers..... 58
43	Hostage Leave..... 59
44	Spouse Benefit ..... 60
45	Jury Duty..... 61
46	Bargaining Unit Work..... 62
47	Critical Incidents..... 63
48	Professional Development ..... 64
49	Safety and Health ..... 65
50	Severability ..... 66
51	Leaves of Absence ..... 67
52	Rules and Regulations..... 70
53	Reinstatements ..... 71
54	Retirement..... 72
55	Duration ..... 73
Appendix A	..... 74
Appendix B	..... 75

## ARTICLE 1

### PURPOSE

**Section 1.01** This Agreement is made between the Mahoning County Sheriff 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 "FOP", 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** This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and reasonable method of enabling employees representation, in the establishment of the terms and conditions of their employment.

**Section 1.03** It is the intent of the parties and purpose of this Agreement to set forth understandings and agreements between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances, which may arise.

## 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 the full time employees of the Sheriff's Department working in the classifications that are listed in Article 3, Section 03 hereof for the purpose of establishing wages, hours of work, conditions of employment, and handling of 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 classifications included in the separate bargaining units are as follows: Personnel Coordinator, Secretary, Clerk, Laundry Worker, Laundry Maintenance Worker, Supervisor Secretary, Maintenance Technician, Receptionist, and Process Server, Computer and Information Systems Manager and Electronic and Information Technician.

All employees of the Mahoning County Sheriff's Department not specifically included herein are specifically excluded per the bargaining unit.

## 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, sexual preference, 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.

**Section 3.02** Neither the Employer nor the Union will engage in or condone sexual harassment of employees or members of the Public. The Employer shall maintain a policy for investigation and resolution of alleged incidents of sexual harassment. The Union may represent a bargaining unit employee in the investigation procedure.

## 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 to be 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 to:

- A. Direct the work of the employees;
- B. Determine the mission of the Sheriff's Department, and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- C. Suspend, discipline, or discharge officers for just cause;
- D. Take action as may be necessary to carry out the mission of the Sheriff's Department in emergencies;
- E. Hire, promote, and demote employees within the powers granted by law;
- F. Recruit, select, and determine the qualifications and characteristics of new hires;
- G. Schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations; and,
- H. Train and retrain the employees appropriately;
- I. Determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.

## ARTICLE 6

### PAYROLL DEDUCTION AND FAIR SHARE FEE

**Section 6.01** The Employer agrees to deduct regular Union membership dues each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the Union.

Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 6.02** All members of the bargaining unit 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 the Ohio Revised Code, Section 4117.09(C). This amount shall be deducted on the same basis as the deductions made for dues from members of the F.O.P./O.L.C., Inc.

The fair-share fee obligation shall commence on the sixty-first (61) calendar day of employment. Fair-share fee deductions do not require authorization from the affected employee.

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 F.O.P., Ohio 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. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 6.04** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deduction of the proper amount.

**Section 6.05** The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**ARTICLE 7**  
**GRIEVANCES**

**Section 7.0 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. Should the member of the Council fail to comply with the time limits herein, the grievance shall be considered abandoned. 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, excluding Saturdays, Sundays, or any celebrated Holiday listed in this agreement.

**Section 7.01** The following procedure shall be utilized when a grievance is initiated by a member or the Council.

A grievance must be discussed with the shift commander and if there is no means of resolving the grievance, these steps shall apply:

**Step 1**

**INFORMAL RESOLUTION.** Within ten (10) calendar days of the event giving rise to the grievance, the employee shall meet with the 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

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 effect the grieved employee until written response is made at Step #3.

### Step 4

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 7.02 ARBITRATION**

**SELECTION OF ARBITRATOR.** The parties shall, within five (5) working days following the above certification, select an Arbitrator by mutual agreement, or in the absence of such mutual agreement, the parties shall request a list of three (3) qualified Arbitrators from the Federal Mediation and Conciliation Service and shall meet to select a single Arbitrator by striking from such list, in rotation, one at a time until one Arbitrator remains. The order of rotation shall be determined by the winner of a flip of a coin.

**HEARING TIME.** The Arbitrator shall schedule a hearing within thirty (30) days from notification as 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, the Arbitrator shall be limited to awarding those remedies which restore to the member the rights, privileges,

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 expenses involved in the arbitration proceedings shall be shared equally by the parties, except that any expenses involved in retraining counsel, the calling of witnesses, the obtaining of depositions, or other similar expenses associated with such proceedings shall be borne by the party at whose request such expense 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 work day or work week 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 workdays, 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%), after ten (10) years completion increase payment to fifty percent (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 will have the option of using Accumulated Time (A/T), Vacation time, or Personal Time in lieu of using 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 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.** Definitions.

A week shall be defined as seven (7) days.

A day shall be defined as twenty-four (24).

A work week will consist of five (5) eight hour days of work.

A work day shall be eight (8) consecutive hours in a twenty-four (24) hour day.

**Section 9.02.** Ten Hour Workday

As an alternative work schedule, the Sheriff may cause the employees to work ten (10) hours a day for four (4) consecutive days, with three (3) consecutive days off. Overtime will apply for hours worked over a ten hour work day or a forty hour work week. As provided in this Agreement.

## ARTICLE 10

### TRAINING TIME

**Section 10.01** When the Sheriff or other designee orders and authorizes training for bargaining unit employees, the employees shall be paid for such time spent in actual training. All reasonable expenses incurred 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 designee and attendance at such training requires that the employee attend outside of 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 thirty (30) days advance 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.

## 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 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 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. During such period, the Employer shall have the sole discretion to discipline or discharge such employee and any such action shall not be appealable through any grievance or appeal procedure contained herein or to the State Personnel Board of Review.

**Section 12.02** New hires and promoted employees will be evaluated approximately half-way through, and again within two weeks of the end of their probationary period.

**Section 12.03** All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee to a previously held position and any such demotion shall not be an appealable procedure contained herein or to the State Personnel Board of Review.

**Section 12.04** If any employee is discharged or quits while on probation and is later hired, this employee shall be considered a new employee and shall be subject to the provisions of Article 13, section 01 above.

## ARTICLE 13

### BILL OF RIGHTS

**Section 13.01** Each employee who is a member of the bargaining unit shall be entitled during an interrogation or investigation to be represented by a union representative.

**Section 13.02** During an interrogation or investigation, the Department's questions shall be directed to the employee by not more than two (2) interrogators.

**Section 13.03** Before an investigation commences, the employee shall be entitled to be informed of the nature of the investigation.

**Section 13.04** 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 statutory law of this State, whether civil or criminal.

## ARTICLE 14

### WORK RULES/REGULATIONS

**Section 14.01** The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies, and procedures, which regulate the conduct of employees, and the conduct of the Employer's services and programs. The Union and/or employees reserve the right to grieve the reasonableness of work rules, regulations, policies and procedures or those which violate this Agreement.

**Section 14.02** The Employer's policies and procedures shall be available for review by employees and the Union at all reasonable times.

**Section 14.03** At least five (5) working days prior to implementation of any employee work rule, regulation, policy, or procedure which affects members of the bargaining unit, the Employer shall post a copy and forward a copy to the President of the union.

**Section 14.04** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are arbitrary, capricious, or which are in violation of any expressed terms or provisions of this Agreement.

## 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 occurs 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/her 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 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 time, 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 rescheduled 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 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 employee 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 the name and occupation of the employee representative, if any, to the Employer as far in advance as possible, but no later than forty-eight (48) hours prior to the disciplinary hearing. It is the employee's responsibility to notify any witnesses of 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 an 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 statement, 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

An employee found innocent of charges shall be paid for all lost straight time hours and shall have all vacation or holiday time use restored to credit. The employee shall have the right to pay for own hospitalization and in the case of being found innocent, shall be reimbursed those costs.

## ARTICLE 16

### LAYOFF AND RECALL

**Section 16.01 REASONS FOR LAYOFF** Employees 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. Any bargaining unit member laid off 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. No unpaid volunteers or any persons outside the classifications defined in this Labor Agreement or contract employee 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.

**Section 16.02** Before any employee is given notice of layoff, the Union and the Employer will meet twenty four (24) days before the projected layoff date, for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoffs. Layoffs shall begin with bargaining unit members, as defined in Article 3, Section 3, with the least amount of Departmental seniority within the Bargaining Unit.

**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 and a notice of the employee's right to "bump". The Union shall be given a copy of all layoff notices.

**Section 16.04** The employee shall notify the Employer of the intent to bump within five (5) work days of receipt of the notice. Any employees not submitting such request within five (5) working days shall be considered to have accepted the layoff. Should the employee opt to accept the layoff, the employee may upon written request receive all accrued vacation pay.

**Section 16.05** An employee may "bump" any bargaining unit members in classified positions in this bargaining unit with less Departmental Seniority provided that the employee bumping meets the minimum qualifications of the classification as specified in the job description and is able to perform the duties of the job after familiarization of ninety (90) days. Should a bumped or laid off employee not elect to "bump", the Employer shall not challenge any unemployment benefits.

**Section 16.06** All employees in the affected classification in the affected department shall be offered a voluntary layoff before employees are laid off involuntarily. Voluntary layoffs shall be awarded by bargaining unit seniority. The Employer and employee must agree in writing as to the duration of the layoff before a voluntary layoff is effective. A voluntary layoff may be extended or shortened by mutual agreement between the employee, the Union and the Employer. 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 16.07** Employees shall retain recall rights for thirty six (36) months to the classification

from which they were laid off or bumped from. Agency seniority shall continue to accrue during the recall period.

**Section 16.08** Recall shall be made in the inverse order of a layoff by classification, that is, the most senior employee shall be recalled first. 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 16.09** The Union and the employee being recalled shall be notified by certified letter at least fourteen (14) days before the recall commences. An employee shall notify the Employer within five (5) calendar days following the date of 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 or 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 no more than three (3) 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 a division commander who shall make the decision as to what should be done concerning the unsafe condition and leave a report for the Administrative Chief 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, the Sheriff 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 a 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 or any re-opener or amendment thereof.

**Section 18.03** Not more than two (2) bargaining unit employees designated in writing by the union to the Sheriff shall be permitted a paid leave for the purpose of attending F.O.P./Ohio Labor Council conferences or other activities.

The aggregate leave for all such employees shall not exceed three (3) days annually for each Associate. A request for such leave shall be submitted in writing by the Union to the Sheriff not less than 21 days prior to the requested leave. The Sheriff may, with discretion, grant leave within the limits set forth herein if the request therefore is made less than twenty-one (21) days in advance and should be convinced that the request could not reasonably have been made twenty-one (21) days prior to the requested leave. Should an employee be authorized to use such leave and then be made to return to work, 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.

**Section 18.04** 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 18.05** 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 18.06** 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 (1.5) times a rate determined by dividing the employee's base pay by 2080 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 work week. 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 to work or 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** Any bargaining unit member working in a classification other than those covered under this Agreement shall be compensated at the rate of pay equal to the classification worked. Overtime shall be paid in accordance with Article 19, Section 01 above.

**Section 19.04** All bargaining unit members may request payment for two hundred (200) hours of compensatory time no later than October 31<sup>st</sup> of each year. Such payment shall be made the first pay in December.

**The terms of this section shall be subject to the re-opener provisions for negotiations of this agreement as specified in Article 55 and Appendix A.**

**Section 19.05** 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 employees shall be entitled to eight (8) 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, Jr. 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 fourth Thursday of November (Thanksgiving Day), the Friday following Thanksgiving, the twenty-fifth of December (Christmas Day) An employee shall receive his/her birthday off. Birthday is not a premium holiday and shall be paid at the regular hourly rate. If the member works his or her birthday, the member shall be entitled to eight (8) hours of compensatory time. 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. In addition, each bargaining unit employee shall receive four (4) personal holidays per year for each year of this Agreement. These personal days shall be taken within the contract year.

**Section 20.02** Any bargaining unit employee who is required to work on any of the holidays set forth in Article 20, Section 01 hereof shall receive an hourly rate of pay which is 2.5 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 55 and Appendix A.**

**Section 20.03** In order to receive holiday pay, an employee must work a 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 return a physician's certificate shall use eight (8) hours of sick leave at the employee's regular rate.

**Section 20.04** A holiday defined in Article 20, Section 01 hereof shall be the actual calendar holiday for employees on regular shifts. The holiday time shall apply to the beginning of the shift at 11:00 p.m. on the day preceding the holiday shall be observed as the holiday. For those bargaining unit employees who are employed in administrative positions, a holiday shall be observed on the Friday before the holiday if the holiday falls on a Saturday; and a holiday shall be observed on the Monday after the holiday if the holiday falls on a Sunday.

**Section 20.05** 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 20.06** Scheduling holidays off, other than the employee's regular day off, shall remain at the Sheriff's discretion, in accordance with Ohio Revised Code, section 4117.08.

**Section 20.07** Weather Emergency. When a weather emergency is declared and the Mahoning County Commissioners close office at a declared time, Civilian employees under this Agreement will be permitted to leave at that time without using any accrued time. Any Civilian employee who is determined by Supervisory Personnel to be essential shall accrue overtime at a normal overtime rate.

## 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, 80 hours of vacation leave with pay. One year of service shall be computed as 2080 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 or more years	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 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 employment for any reason, shall be entitled to be paid for 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 being given in the order named.

Letters testamentary, letters of administration, or a consent to transfer issued by the tax commissioner or tax commissioner 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 calendar in each division of the department every 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 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 seniority shall be entitled to such vacation.

**Section 21.04** Vacation leave requests submitted after January 1st shall be honored on the basis of the date received by the Division Commander and no seniority 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 21 days before the scheduled commencement date, and shall be approved or denied by the Division Commander within seven (7) days. The Sheriff or Sheriff 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 the probationary period shall have any prior service with Mahoning County or any credited PERS service credit tacked onto this departmental service for purposes of leave accrual.

**Section 21.10** Any member with more than 5 years and less than 15 years completed service may request payment of up to two hundred (200) hours of unused vacation or holiday time, members with more than 15 years and less than 25 years 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 of 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 31<sup>st</sup>, 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 55 and Appendix A.**

## ARTICLE 22

### CLOTHING ALLOWANCE

**Section 22.01** Each bargaining unit employee shall receive as and for a clothing and maintenance allowance of 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 55 and 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.

## 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 11 completed years shall receive 110.00 per year of service.

12 yrs through 15 completed years shall receive 140.00 per year of service.

16 years and over 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 55 and 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 full 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.

## 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.

**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** Employees health care coverage shall remain in effect for ninety (90) days at the beginning of the employees inactive status.

**Section 24.07** 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 24.08** 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 24.09** 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 the 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 in to 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 proper application, an unpaid maternity leave. This leave may be for a period up to two (2) months; and , in any event shall not last beyond a date which is three (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 three (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 Article 25, 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 three (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, sick, or personal leave for the entire period of three (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 of 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 employee's 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 their 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 attributed 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 upon reasonable cause which means that the Employer possesses facts that give rise to reasonable cause 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, other than the Union. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

**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 choice, at the expense of the employee. This test shall be given the same evidentiary value as the two 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 findings of positive for a 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 shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the Employee Assistance Program or counseling, or some other unusual and/or exceptional facts exist so as to bypass the Employee Assistance Program, in which case the Employer shall have the right to initiate disciplinary action, pursuant to Article 15 of the Agreement.

An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave 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 demonstrated the employee is no longer illegally using a controlled substance, the employee shall be returned to the previously held position. Such employee may be subject to periodic retesting at the discretion of the Employer upon returning to the previously held position. For the purpose of this section, "periodic" shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it become necessary that the employee 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 the employee fails to complete a program of rehabilitation or detoxification, or if the employee tests positive at any time within three (3) years 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.

**Section 29.06** No drug testing shall be conducted without the authorization of the Sheriff or Sheriff Designee. If 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 the article.

**Section 29.07** The employee and the Union 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 any action pursuant to Article 14 of this Agreement. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

## 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 14 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 14 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 14 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 work 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 Sheriff 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

### UNION REPRESENTATION

**Section 32.01** The Employer agrees to admit Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievance or attending meetings as permitted herein, providing advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify self to the Employer or the Employer's designated representative. Such visitation shall not interfere with the work of the employees nor interrupt them from their normal work assignments.

**Section 32.02** The Employer shall recognize as Union Associates, two (2) employees, one employee will be the Associate for the Ohio Labor Council, and one will be the alternate Associate, certified by the Union with the authority to process grievances and act on behalf of the Union. A list of certified Union Associates shall be submitted to the Employer and shall remain in effect until a replacement list of certified Union Associates is submitted. The Union shall be responsible for maintaining a current list on file with the Employer.

**Section 32.03** Generally, the investigation and writing of grievances shall be done on non-duty time. Under special circumstances approved by the supervisor and where work schedules are not disrupted, up to one hour of duty time may be used for one (1) Union representative to investigate or write a grievance. Under no circumstances shall duty time be used for a Union representative to travel from one work location to another for the purpose of investigation and writing of grievances. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall suffer no loss of pay while attending the hearing.

Reasonable time shall be granted to one (1) Associate with notice to and approval of the Steward's supervisor to write grievances on duty time with regard to discharge or suspension without pay. Supervisory approval shall not be unreasonably denied.

**Section 32.04** Rules governing the activity of the Union Representatives are as follows:

1. No official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work of other employees. No Union business will be conducted during working hours except to the extent specifically authorized herein.

An Associate shall notify a supervisor prior to leaving the work station, indicating the reason and the member with whom the Associate is meeting.

2. Employee officials of the Union shall lose no pay as a result of attending meetings with management to discuss Union-Management issues.

## ARTICLE 33

### UNION BULLETIN BOARDS

**Section 33.01** The Employer shall provide the Union space for a bulletin board at all sites for the purpose of posting Union sanctioned and approved notices and communication. The Union assumes any and all responsibilities and liabilities for any notices posted on the bulletin board.

**Section 33.02** The material posted shall relate to but not be limited to:

- A. Union recreational and social affairs;
- B. Union meetings;
- C. Union appointments;
- D. Notice of nominations and elections;
- E. Results of elections; and
- F. Any other material authorized by the Local president.

No material may be posted on the Union bulletin board at any time which contains reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a partisan nature, personal attack upon another member or any other employee or elected officeholder, attacks on any employee organization, regardless of whether the organization has local membership.

## 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 The wage rates for the employees of this bargaining unit:

<b>JOB TITLE</b>	<b>YEARLY SALARY</b>	<b>HOURLY RATE</b>
Civilian Process Server	\$30,596.80	\$14.71
Laundry Worker	\$33,737.60	\$16.22
Secretary	\$33,737.60	\$16.22
Supervisory Secretary	\$37,315.20	\$17.94
Personnel Coordinator	\$47,590.40	\$22.88
Computer and Information Systems Manager	\$57,408.00	\$27.60
Electronic and Information Systems Technician	\$37,211.20	\$17.89

**The terms of this section shall be subject to the re-opener provisions for negotiations of this agreement as specified in Article 55 and Appendix A.**

**35.02** Effective May 1, 2004, the Employer shall contribute three percent (3%) of the employee's portion of the contribution required by the Ohio Public Retirement System.

**35.03** Shift Differentials shall be paid the following in addition to their hourly rate:

12 hour shift differential:	2 <sup>nd</sup> shift at \$.40 cents an hour
8 hour shift differential:	2 <sup>nd</sup> shift at \$.30 cents an hour 3 <sup>rd</sup> shift at \$.40 cents an hour
Swing shift:	\$.40 cents an hour

**35.04 Contracting Out.** The Mahoning County Sheriff's Office, the Mahoning County Commissioners, full-time civilian employees covered under the Civilian Collective Bargaining Agreement, 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.

Bargaining unit work shall consist of Court Services, Administrative, Personnel/Payroll, Commissary, Laundry Worker, Process Servers, Fiscal, IT Services and any and all duties described in Article 2 of the Civilian Collective Bargaining Agreement.

**Notwithstanding the above, the parties agree that the Employer has the right to reassign and transfer all departmental IT Services to the Mahoning County Data Processing Department. In the event that such transfer shall occur, the parties agree that Employer will not be violating the contracting out provisions of this Article 35.04.**

## ARTICLE 36

### NO STRIKE/LOCKOUT

**Section 36.01** The parties to this Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes, which may arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

- A. That neither the Employer nor its officers or representatives will authorize, instigate, cause and/or condone any lockout or bargaining unit members.
- B. That neither the Union nor its authorized officers or representatives will authorize, instigate, cause and/or condone any strike, work stoppage or concerted "sick" leave or slow down by bargaining unit members.
- C. The Employer will provide the right to the bargaining unit to have binding arbitration, as a resolution in dispute from negotiations (Interest Arbitration), the decision of the Conciliator will be binding on the parties.

## ARTICLE 37

### VACANCIES/PROMOTIONS/JOB BIDDING

**Section 37.01** When the Employer determines that a vacancy exists, or a new position or classification is created within the bargaining unit, the Employer shall post notice of such opening(s) in all work sites for a period of five (5) working days. The notice shall contain the job title, rate of pay, initial work site, brief description of duties, qualifications as specified in the job description, and date of the posting.

Any employee who has passed the initial probationary period and wishes to be considered for the posted position shall file a written application with the Sheriff before the end of the posting period.

**Section 37.02** Applicants will be considered in the following order:

1. Employees in the same department as the vacancy.
2. Employees in other departments of the Employer.
3. Outside applications.

**Section 37.03** Along with the applicants, the Employer shall consider any employee who is on layoff from the classification as if the laid-off employee had submitted a bid. The Employer may select between two qualified employees who are equal in seniority. For purposes of this article, a department is any established division in the Mahoning County Sheriff's Department. After the position is awarded, the name of the individual selected will be posted.

**Section 37.04** Should the Employer decide not to fill a position after it is posted, a notice to that effect shall be posted and the Employer will meet the Union to discuss the reasons for not filling the position.

**Section 37.05** Temporary vacancies exceeding forty-five (45) calendar days shall be filled in accordance with this article, unless a written agreement has been reached between the Union and Employer in accordance with Article 17 (Temporary Transfers). Postings for temporary vacancies shall indicate the probable time for which the vacancy will exist. The Employer retains the right to reject a bidder for a temporary vacancy based upon the workload in the bidder's permanent position. The successful bidder for a temporary vacancy shall be returned to their former position at the completion of the temporary assignment.

## 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 Personnel Files** 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 be amended.

## ARTICLE 41

### JOB DESCRIPTIONS/JOB AUDITS

**Section 41.01** Each employee shall be given a copy of their job description. Any employee may request a copy of any job description for a posted vacancy. Job descriptions are available to view in the MCSO General Orders Manual.

**Section 41.02** Should a new position be established within the bargaining unit, the Employer shall review the classification assignment and rate of pay for the new position. The results of this review shall be reduced to writing and a copy of the result shall be sent to the Union for their information.

**Section 41.03** If the Union disagrees with the pay or classification assignment, it shall submit a written request for adjustment to the Employer, stating its specific reasons for pay or classification adjustment within five (5) days of receipt of the notice of change. The Employer shall notify the Union of their/its decision.

Nothing in this Article precludes the Employer from evaluating the responsibilities and duties of a job to reclassify it. No current employee shall suffer any loss of compensation as a result of such reclassification. However, such an evaluation indicates that the position merits a lesser rate of pay, the newly established rate of pay shall become effective when the position is to be filled with a new or different employee.

**Section 41.04** Should the Employer establish wage rate(s) for any new position(s) determined to be included in the bargaining unit and the Union disagrees with the Employer, the Union may file a grievance at Step 3 of the Grievance procedure within five (5) calendar days of the Employer's final answer in Section 2 herein. The grievance shall comply with the procedures set forth in Article 21 of this Labor Agreement.

## ARTICLE 42

### TEMPORARY TRANSFERS

**Section 42.01** Temporary filling of a position shall not exceed ninety (90) calendar days. Where a position is to be filled in excess of ninety (90) days, it shall be filled in accordance with the procedure established in Article 37 (Vacancy/Promotion/Bidding) or the ninety (90) day limit may be extended by written agreement between the Union and Employer.

**Section 42.02** Employees who are assigned to temporarily work in a lower classification shall continue to receive the rate for their permanent classification. Employees who are assigned in writing temporarily to classifications above their permanent classifications for a period of two (2) consecutive weeks shall receive the rate for the higher classification for all hours worked in such higher classification. The Employer shall not rotate temporary assignments for the purpose of avoiding the payment of premium.

## ARTICLE 43

### HOSTAGE LEAVE

**Section 43.01** 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 44**

### **SPOUSE BENEFIT**

**Section 44.01** 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 45**

### **JURY DUTY**

**Section 45.01** If a member is subpoenaed to jury service, he shall be considered to be on paid leave for such period and shall not be required to work on his normal scheduled shift.

## **ARTICLE 46**

### **BARGAINING UNIT WORK**

**Section 46.01** No persons shall be assigned to perform tasks which are normally performed by employees in the bargaining unit for the purpose of displacing bargaining unit employees, positions, or in the case of layoff.

## ARTICLE 47

### CRITICAL INCIDENTS

**Section 47.01.** 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 47.02** 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 47.03** 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 48

### PROFESSIONAL DEVELOPMENT

**Section 48.01** 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 48.02** 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 48.03** 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 49

### SAFETY AND HEALTH

**Section 49.01** The Employer shall make reasonable attempts to maintain a safe and healthful workplace and comply with applicable safety laws, rules and regulations.

**Section 49.02** Occupational safety and health is the mutual concern of the Employer and the Union, in this regard, the Union will cooperate with the Employer in encouraging employees to observe applicable safety laws, rules, and regulations.

**Section 49.03** Employees shall follow all departmental safety rules, regulations, and methods.

**Section 49.04** Employees will promptly report to their immediate Supervisor conditions alleged to be unsafe. The Supervisor will investigate the report and correct any condition to be found unsafe, if possible.

**Section 49.05** Safety and health matters of mutual concern will be addressed at Labor-Management Conferences. If an issue is not resolved to the satisfaction of the Union at the Labor-Management Conference, it may be grieved.

## **ARTICLE 50**

### **SEVERABILITY**

**Section 50.01** It is the intent of the Employer and the Union that this Agreement comply, in every respect with applicable law. Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that any provision herein is rendered invalid, upon written request of either party hereto, the Employer and the Union will meet within ten (10) days for the sole purpose of negotiating a mutually satisfactory replacement for such provision.

## ARTICLE 51

### LEAVES OF ABSENCE

**Section 51.01** Disability Leave and Disability Separation - An employee who becomes unable to perform the duties of their position due to a disabling illness, injury, or condition (including pregnancy and conditions related hereto), shall be granted a disability leave for up to six (6) months (including time for which the employee is eligible for Family and Medical Leave) upon presentation of appropriate medical evidence. At the sole discretion of the Employer, an additional disability leave up to six (6) months may be granted upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on disability leave without pay and is subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed three (3) years for purpose of reinstatement rights.

Satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury, or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is given. If an examination is requested by the Employer, the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, the employee shall be returned to the same or similar position with the employee's former classification. If no similar classifications exists, then a layoff situation may occur pursuant to Article 16.

**Section 51.02** Personal Leave of Absence - An employee may request an unpaid leave for any reason for up to six (6) months with the approval of the Employer. A leave of absence for public service or education may be granted for up to two (2) years. The request for a leave of absence must be submitted in writing for a specific period of time:

Acceptable reasons for an unpaid leave of absence include:

- A. Voluntary service in any government sponsored program of public betterment;
- B. Family reasons that do not qualify under the Family and Medical Leave; or
- C. Other reasons for good cause as determined by the Employer.

**Section 51.03** Education Leave - An employee who has completed at least one (1) year of service with the Sheriff's Department may be granted an educational leave for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

**Section 51.04** Vacation Credit and Seniority During Leave - An employee on leave of absence

without pay does not earn sick leave or sick leave incentives, vacation credit or seniority.

**Section 51.05 Abuse of Leave** - If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

**Section 51.06 Reinstatement from Leave** - Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall exercise any rights pursuant to Article 18, (Layoff/Recall).

**Section 51.07 Leaves with Pay.**

- A. **Court Leave:** The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County forms, unless such duty is performed totally outside of normal working hours.

An employee released from jury duty prior to the end of a scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juveniles, etc. These absences would be leave without pay, vacation or personal time.

- B. **Military Leave:** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty.

Employees who are members of the National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

**Section 51.08 Health Benefits During Leave of Absence.** Employer paid health benefits will continue through the end of the month in which an unpaid leave of absence commences, and begins again on the first of the month following an effective return to work. For any time which Employer health benefits are not in effect, an employee may be eligible to pay for benefits under COBRA. Employees on paid leave of absence will continue to be covered by Employer paid benefits for the duration of the paid leave.

## ARTICLE 52

### RULES AND REGULATIONS

**Section 52.01**/The union recognizes that the Employer designee in order to carry out its statutory mandates and goals has the right to promulgate reasonable policies, rules, and regulations, consistent with statutory authority to regulate the conduct and work performance of employees.

**Section 52.02** The union agrees that its members shall comply with all Mahoning County Sheriff Department policies, rules, and regulations, general and special orders and memoranda including those relating to conduct and work performance.

**Section 52.03** The Employer's policies, rules, and regulations shall not violate any of the provisions of this Agreement.

## ARTICLE 53

### REINSTATEMENTS

**Section 53.01.** 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 53.02.** 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 53.03.** 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 54**

### **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 55

### DURATION OF AGREEMENT

**Section 55.01** 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 21.10
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.

This Contract shall be effective as of July 1, 2013 and shall remain in full force and effect through June 30, 2016.

## APPENDIX A

The parties agree that Agreement shall be subject to the impasse proceedings, including fact-finding and conciliation, or 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.

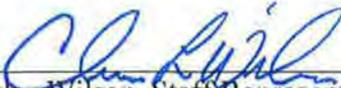
## **APPENDIX B**

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.

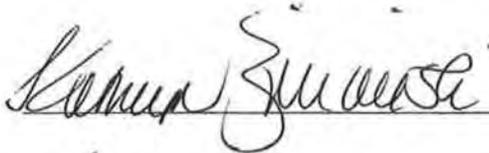
All parties fully understand that this is a one-time event and that no other provisions in the contract are retro-active to June 30, 2013.

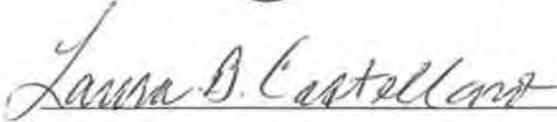
IN WITNESS WHEREOF, the parties have caused their signature to be affixed hereto on the 1<sup>st</sup> day of August, 2013.

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

  
\_\_\_\_\_  
Charles Wilson, Staff Representative

NEGOTIATING COMMITTEE:  
CIVILIAN UNIT:

  
\_\_\_\_\_  
Karen Zucchi

  
\_\_\_\_\_  
Laura B. Castellano

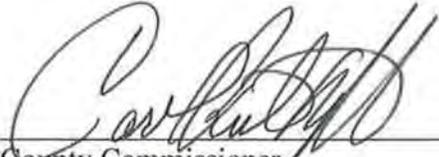
APPROVED AS TO FORM:

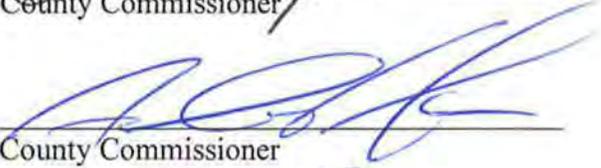
  
\_\_\_\_\_  
Mahoning County Prosecutor's Office

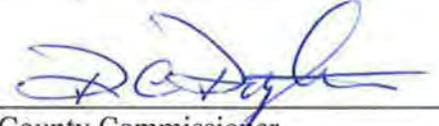
MAHONING COUNTY, OHIO

  
\_\_\_\_\_  
Sheriff Jerry Greene

Approved by Mahoning County Board  
of County Commissioners:

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

**RESOLUTION  
RES 13-08-023**

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 Civilian Unit Employees under SERB Case No. 2013-MED-04-0455.

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.

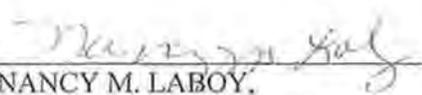
It was moved by Mr. Traficanti, and seconded by Mr. Ditzler, that the foregoing Resolution be approved this 15th day of August, 2013.

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 418

cc: Auditors  
FOP  
Human Resources  
Sheriff Office