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13-MED-04-0566  
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# **AGREEMENT**

**BETWEEN THE  
KNOX COUNTY SHERIFF**



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



**COOKS AND SECRETARIES**

**August 1, 2013 through July 31, 2016**

**SERB Case No. 2013-MED-04-0566**

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**ARTICLE 1**  
**PREAMBLE**

**Section 1.1.** This document represents a contractual agreement (“Agreement”) entered into between the Office of the Knox County Sheriff (“Sheriff”), subject to approval by the Knox County Board of County Commissioners, and the Fraternal Order of Police/Ohio Labor Council (“FOP/OLC”), to establish the exclusive wages, hours, terms and conditions of employment between the parties which are compatible with the financial resources of the Sheriff, and to assure the Sheriff the highest level of performance and professional attitude from employees of the Knox County Sheriff’s Office.

**Section 1.2.** The parties intend the terms of this Agreement to supersede all applicable Ohio Revised Code provisions and their related specifications and to comply with the regulations of Chapter 4117 of the Ohio Revised Code (O.R.C.).

**Section 1.3.** If any part of this Agreement is rendered illegal by the U.S. Government or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. The parties agree to attempt to renegotiate the voided part of this Agreement within thirty (30) days thereafter.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1.** The Sheriff recognizes the FOP/OLC as the sole and exclusive certified bargaining representative with respect to their wages, hours, terms and conditions of employment for all full-time employees that were certified by the State Employment Relations Board specifically included in this Agreement is the following Bargaining Unit:

Included:

All full-time Secretaries and Cooks - Case # 2012-REP-11-0132

Exclusions:

All positions and classifications not specifically established as being in the bargaining unit shall be excluded from the bargaining unit

Any new, full-time Secretaries or Cooks positions within the Sheriff’s Office shall be subject to challenge by the Fraternal Order of Police Ohio Labor Council to the State Employment Relations Board, for inclusion or exclusion as bargaining unit members, pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

**Section 2.2.** Recognizing the above certified employees as a bargaining unit has no effect on the Sheriff’s right to add or reduce classifications or positions. The Sheriff will provide the FOP/OLC with reasonable notice prior to adding or reducing classifications or positions.

**Section 2.3.** The FOP/OLC agrees to represent all bargaining unit members equally.

**Section 2.4.** If the Sheriff changes the core duties of a position within the bargaining unit substantially, or creates a new position that shares a community of interest with the bargaining unit, the Sheriff shall advise the FOP/OLC within thirty (30) days of making such changes. If a dispute occurs between the Sheriff and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter, and if they are unable to reach agreement, both parties shall mutually file a petition with the State Employment Relations Board (“SERB”) requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under O.A.C. Section 4117-5-01.

**Section 2.5.** The parties have voluntarily agreed to apply the terms and conditions of this Agreement to all of the classifications outlined in Section 2.1. above. All articles of this Agreement apply to all the classifications listed above, unless the classification is specifically excluded from an article or provision of this Agreement.

### **ARTICLE 3** **TOTAL INTEGRATION**

Both parties thoroughly discussed the wages, hours, terms and conditions of employment, which are embodied in this Agreement, explaining the meaning and intent of each Article to one another. This Agreement therefore totally represents the parties' complete understanding of their agreement with respect to all wages, hours, terms and conditions of employment. All prior, existing, or contemporaneous oral or written agreements, understandings, or practices between the parties are eliminated. The Sheriff's obligation to the FOP/OLC over wages, hours, terms or conditions of employment is limited to the express terms outlined in the Articles in this Agreement. This Article does not prohibit written grievance settlements signed by the Sheriff (or designee) and the FOP/OLC Representative.

### **ARTICLE 4** **WAIVER OF NEGOTIATIONS**

**Section 4.1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth and solely embodied in this Agreement.

**Section 4.2.** The Sheriff and the FOP/OLC, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except mandatory subjects of bargaining as covered in O.R.C. 4117. This Article does not prohibit written grievance settlements signed by the Sheriff and the FOP/OLC Representative.

**ARTICLE 5**  
**FOP/OLC SECURITY**

**Section 5.1.** The Sheriff (or designee) agrees to deduct FOP/OLC membership dues, fees and assessments in accordance with this Article for all employees of the bargaining units. The Sheriff (or designee) agrees to deduct one half (½) of the FOP/OLC membership dues, in the amount certified by the FOP/OLC to the Sheriff's Office, from the first two (2) pay periods of each month from the pay of any member requesting same. If a dues deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the FOP/OLC and presented to the appropriate payroll department. The Sheriff (or designee) agrees to furnish to the Executive Director (or designee) of the FOP/OLC, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom dues deductions were made. Nothing herein shall prohibit members covered by this Contract from submitting dues directly to the FOP/OLC. The Sheriff (or designee) agrees to meet with the FOP/OLC to discuss adding additional payroll deductions should the FOP/OLC develop additional member benefits. Should the Sheriff (or designee) concur that these programs are beneficial to members, and acceptable to the Sheriff (or designee) the Sheriff (or designee) shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

**Section 5.2.** As a condition of employment, after completing the first sixty (60) days of employment as per Chapter 4117.09(C), employees in the bargaining units who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require written authorization of the employee.

This provision shall not require any employee to become or to remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining units. The FOP/OLC is responsible for annually certifying to the Sheriff (or designee) the amount of the fair share fee, along with the breakdown of its use, prior to the implementation of this section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, the employees' deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the employee's challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including any interest.

**Section 5.3.** The parties agree that the Sheriff assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues and fees. The FOP/OLC hereby agrees that it will indemnify and hold the Sheriff harmless from any claims, actions or proceedings by any employee arising from deductions made by the Sheriff pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

**Section 5.4.** The Sheriff shall be relieved from making such individual "check-off" deductions upon an employee's:

- A. termination of employment;

- B. transfer to a job other than the one covered by the bargaining units;
- C. layoff from work;
- D. an unpaid leave of absence;
- E. revocation of the check-off authorization; or
- F. resignation of the employee from the FOP/OLC.

**Section 5.5.** The Sheriff shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions prior to the deduction of FOP/OLC dues.

**Section 5.6.** The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Sheriff for errors in the processing of deductions. If it is found that an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

**Section 5.7.** The rate of which dues are to be deducted shall be certified to the Sheriff (or designee) by the FOP/OLC by December of each year. One (1) month advance notice must be given the Sheriff (or designee) prior to making any changes in an individual's dues deduction.

**Section 5.8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Sheriff (or designee) for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Sheriff (or designee). The address to send dues, fees and assessments is: FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215.

## **ARTICLE 6**

### **FOP/OLC REPRESENTATION**

**Section 6.1.** With prior approval of the Sheriff (or designee), representatives of the FOP/OLC shall be admitted to the Sheriff's facilities for the purpose of processing grievances or attending meetings. Upon arrival, the FOP/OLC representative shall identify themselves to the Sheriff (or designee).

**Section 6.2.** The Sheriff (or designee) shall recognize two (2) employees representing each bargaining unit specified in Section 2.1, designated by the FOP/OLC to act as FOP/OLC Associates for the purpose of processing grievances in accordance with the Grievance Procedure. The Associates, or their designated alternates, shall be recognized as the only representatives.

**Section 6.3.** The FOP/OLC shall provide to the Sheriff (or designee) an official roster of its officers and associates which is to be kept current at all times and shall include the following:

- A. name;
- B. address;
- C. home telephone number;
- D. immediate Supervisor; and
- E. FOP/OLC position held.

The Sheriff (or designee) shall recognize no employee as a FOP/OLC associate until the FOP/OLC has presented the Sheriff (or designee) with written certification of that person's selection

**Section 6.4.** With prior approval from the associate's supervisor, the investigation or writing of grievances may be performed during working hours. The following are considered authorized representational activities, which the associate may request permission from the employee's supervisor to perform:

- A. Preparation for and attendance at disciplinary hearings. The associate will be given a reasonable amount of time immediately prior to a disciplinary hearing for preparation.
- B. Investigation of a work related injury or death of a bargaining unit member.
- C. A reasonable amount of paid time to consult with non-employee representatives of the FOP/OLC.

Upon entering any work area other than the employee's own work area, and prior to engaging in any representational activities provided for in this section, the associate or alternate shall request permission from the appropriate supervisor of such work area, and shall identify the general nature of the representational activity the employee is to perform.

**Section 6.5.** The FOP/OLC agrees that no representative or associate of the FOP/OLC, either employee or non-employee of the Sheriff, shall interfere, interrupt, or disrupt the normal work duties of the employees. Further, the FOP/OLC agrees not to conduct meetings (bargaining unit, lodge or committee meetings) involving on-duty employees without prior approval. Bargaining unit members shall not conduct FOP/OLC business during the work time of any employee without prior approval. Participation in unauthorized activities may subject the offending employee to disciplinary action.

**Section 6.6.** The FOP/OLC shall be permitted, without cost, to utilize the intra-departmental mail system in order to communicate confidentially with bargaining unit members. Confidential mail shall be marked "CONFIDENTIAL" in a conspicuous place on the mail. The FOP/OLC agrees that the use of the intra-departmental mail system will be reasonable and be limited to the normal conduct of business. All mail placed into the intra-departmental mail system shall be the property of whom it is addressed and such mail will not be subject to review by others.

**Section 6.7.** With prior approval from the Sheriff (or designee), the FOP/OLC shall be permitted to place ballot boxes in the work place for the purpose of collecting employees' ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the Sheriff (or designee) or other non-bargaining unit staff.

**Section 6.8.** The Sheriff (or designee) may approve paid leave for bargaining unit members to attend professional training programs sponsored by the FOP/OLC. If approved to attend the training, the employee will be responsible to share the information provided at the training and to inform the bargaining unit members of any new relevant methods or information applicable to their jobs.

**ARTICLE 7**  
**NO STRIKES**

**Section 7.1.** The FOP/OLC and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any concerted activity in or about the Sheriff's premises or any other job site. The FOP/OLC shall promptly take all possible actions to prevent and to end any such concerted activity. All labor disputes between the parties shall be handled through the grievance procedure. The FOP/OLC members engaging in a strike as defined herein may be disciplined up to, and including, discharge.

**Section 7.2.** The FOP/OLC and its members shall perform their duties in good faith.

**Section 7.3.** The Sheriff (or designee) agrees not to lock out employees.

**ARTICLE 8**  
**EMPLOYEE RIGHTS**

**Section 8.1.** The provisions of this article shall be followed whenever an employee is suspected of, an action or inaction which could result in disciplinary action being filed against any employee. The employee has the right to the presence and advice of a union representative and at all disciplinary interrogations and/or disciplinary hearings. The unavailability of a union representative within a reasonable period of time is not grounds to postpone or reschedule a disciplinary hearing or a disciplinary interrogation. However; an employee shall be given an opportunity to contact a FOP/OLC Representative for the purpose of representation.

A member shall be informed of the nature of the investigation (whether disciplinary or criminal).

When an employee is under formal department investigation for criminal charges, illegal offenses, or a violation of work rules or of the terms of this Agreement, the employee shall cooperate in the investigation and answer all questions relevant to the investigation. Prior to any interrogations for alleged criminal charges, the employee shall be given their Miranda rights and be allowed to consult with an attorney who is available within a reasonable amount of time. If, after being provided Miranda warning, the employee refuses to answer questions, the employee may be ordered to do so. Prior to ordering an employee to answer questions, the employee must be given their Garrity rights, assuring them that their answers will not be used against them in criminal prosecution. If, after having been provided Miranda and Garrity rights, an employee still refuses to answer questions, the employee may be disciplined, up to and including discharge, for insubordination. However; before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued may be made the basis for such a charge

Questioning or interviewing an employee in the course of an internal or external investigation will be conducted in hours reasonable related to the employee's shift, unless operational necessities require otherwise. The interrogation sessions shall be for a reasonable period of time and shall allow the employee periodic rest periods and snack and a bathroom break.

**Section 8.2.** An employee shall have the right, upon request, to review any and all of the employee's personnel files. Requests for copies of items included in the file shall be honored within a reasonable period of time.

An employee shall not be coerced, intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect the employee's hours, wages or working conditions, as a result of filing a grievance over any discipline imposed against the employee.

**Section 8.3.** Citizen complaints against an employee that are reduced to writing shall be provided to the employee. This includes anonymous complaints. When an anonymous complaint is made against an employee and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused member shall not be required to submit a written report.

**Section 8.4.** Whenever an employee receives any written disciplinary action that will appear in the employee's file, the employee shall be provided a copy of it.

**Section 8.5.** Upon completion of an investigation of a complaint against an employee, the employee shall be notified.

**Section 8.6.** In the course of questioning, a member may only be given polygraph/C.V.S.A examination if ordered to comply by the Sheriff and agreed to be by the employee.

## **ARTICLE 9 NON-DISCRIMINATION**

**Section 9.1.** The Sheriff and the FOP/OLC agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age (over 40), national origin, disability, genetic information, military status, ancestry of any person, or FOP/OLC membership or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination.

**Section 9.2.** Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

## **ARTICLE 10 MANAGEMENT RIGHTS**

**Section 10.1.** The FOP/OLC recognizes the Knox County Sheriff and Knox County Board of County Commissioners as the bodies of authority solely vested with the right to run the Knox County Sheriff's Office. They shall have the right to take any action they consider necessary and proper to effectuate any management policy, express or implied. Nothing in this Article shall be construed to restrict or to limit any management authority

**Section 10.2.** Except as limited by the expressed terms of this Agreement, the Sheriff's management rights include, but are not limited to:

1. the right to manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;
2. to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed, privatize, subcontract services or use special deputies or volunteers;
3. to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Sheriff to effectively and efficiently meet those purposes;
4. to determine the size and composition of the work force and each department's organizational structure, to promulgate and enforce work rules, department orders, policies and procedures to require employees to use or refrain from using specified equipment, uniforms, weapons and other tools of duty;
5. to determine the hours of work and work schedules;
6. to 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;
7. to determine overtime and the amount of overtime required;
8. to determine the department's budget and uses thereof to maintain the security of records and other pertinent information;
9. to determine the department's goals and mission; and
10. to determine conduct and performance expected of an employee.

**Section 10.3.** In addition, those rights not specifically given to the FOP/OLC in this Agreement are exclusively reserved by the Sheriff. Management rights are not a subject that may be challenged through the grievance or any other contractual or legal dispute resolution procedure.

## **ARTICLE 11** **WORK RULES**

**Section 11.1.** The Sheriff has the authority to promulgate reasonable policies, procedures, and directives to regulate the conduct of the Sheriff's Office, including off-duty conduct with a nexus to the employee's job. The Employer may not implement any new or changed work rules, policies, procedures, or standard operating procedures that violate this Agreement. However, nothing herein shall be construed in any manner as a limitation on the Sheriff's right to alter its work rules, policies or directives.

**Section 11.2.** Employees shall have access to the Sheriff's work rules either electronically or in hard copy in a binder to be kept at their respective workstations.

**Section 11.3.** Prior to implementing new or changed work rules, policies or procedures, the Employer will notify the FOP/OLC at least fourteen (14) calendar days in advance of the effective date. If the FOP/OLC requests to bargain over such a change within that notice period, the Employer

and the FOP/OLC will meet to negotiate in good faith. If the FOP/OLC does not request to bargain, or if the Employer and the FOP/OLC bargain to impasse, the Employer may implement a proposed change.

**Section 11.4.** If agreement cannot be reached on new or revised rules, policies or procedures, and the Employer implements the proposed changes, the FOP/OLC may file a grievance if a conflict exists between this agreement and the newly implemented rules, policies or procedures. Said grievance may be filed by the FOP/OLC at Step 2 of the grievance procedure.

**Section 11.5.** Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the fourteen (14) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

## **ARTICLE 12** **DISCIPLINE**

**Section 12.1.** The Sheriff (or designee) will not discipline a non-probationary employee without just cause.

**Section 12.2.** Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct.

**Section 12.3.** Discipline is cumulative. Any form of discipline for any matter is counted against an employee for determining a greater level of discipline for any subsequent offenses.

**Section 12.4.** There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process. With respect to discipline under this Article, only suspensions, demotions, and discharges are arbitrable.

**Section 12.5.** The Sheriff (or designee) will administer a system of progressive discipline based on an assessment of the circumstances as follows:

- a. A warning is a written statement to an employee that the employee's behavior or job performance is unacceptable or unsatisfactory and if continued would subject the employee to further discipline.
- b. A reprimand is a written statement to an employee outlining the employee's unacceptable behavior or job performance and noting that as a matter of discipline the employee's activity is being documented for future evaluations of the employee by the Sheriff (or designee).

- c. A suspension is a written statement to an employee outlining the employee's unacceptable behavior or job performance and ordering the employee to suspend the employee's work performance for a specified number of work hours or workdays without pay.
- d. A discharge is a written notification to an employee outlining the employee's unacceptable behavior or job performance and terminating the existing employment relationship. A discharged employee is expected to fulfill all of the employee's employment obligations up to the exact time the discharge is effective, and thus is required to complete all required forms and reports, and to return all property issued to the employee.

**Section 12.6.** Before the Sheriff issues a suspension or discharge, the employee is to be given a personal opportunity to informally present the employee's statement about the facts and circumstances of the proposed discipline. Where reasonable under the circumstances, the Sheriff will provide the employee or the FOP/OLC representative forty-eight (48) hours' notice of the charges against the employee. The Sheriff shall schedule the time, date, and place where the disciplinary meeting is to occur. The employee will have waived the employee's opportunity to address the charges against the employee if the employee fails to attend the scheduled meeting. If the disciplinary meeting is tape recorded, the union shall be provided a copy of the tape upon request. The Sheriff (or designee) will notify the employee of the decision within a reasonable period of time.

**Section 12.7.** An employee will be sent copies of all materials placed in the employee's personnel record. Any material in the employee's personnel record that had not been sent to the employee will not be used against the employee. The signing of any materials to be placed into an employee's personnel records will not indicate an agreement by the employee as to the contents of the material but acknowledges that the employee has seen it.

**Section 12.8.** Records of instruction and warning and written reprimands shall cease to have force eighteen (18) months after their effective dates, providing there is no intervening disciplinary action taken during that time period. Records of suspension shall cease to have force two and one-half (2-1/2) years after their effective dates providing there is no intervening disciplinary action.

## **ARTICLE 13** **GRIEVANCE PROCEDURE**

### **Section 13.1.** Purpose.

The grievance procedure is specifically designed to deal with all alleged violations of this existing Agreement and it supersedes any procedure provided under the Ohio Revised Code. All matters arising out of this Agreement are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Grievances are not to be used as a method to gain concessions unsuccessfully bargained for during negotiations.

### **Section 13.2.** Definitions.

- A. The term "grievance" shall mean an allegation or dispute by a bargaining unit employee that there has been a breach, misinterpretation, non-compliance or improper application of this Agreement.
- B. "Immediate supervisor" for purposes of this Article means the person who is lowest in line of authority over the grievant and who is not an employee in the bargaining unit.
- C. "Days" means business days (Monday – Friday, not including legally observed holidays), except as otherwise noted.

**Section 13.3. Rules for Grievances**

- A. All the written grievances must contain the following information to be considered:
  - 1. aggrieved employee's name and signature;
  - 2. aggrieved employee's classification;
  - 3. date grievance was first discussed;
  - 4. date grievance was filed in writing;
  - 5. name of supervisor with whom grievance was discussed;
  - 6. date and time grievance occurred;
  - 7. where grievance occurred;
  - 8. description of incident giving rise to the grievance;
  - 9. articles and sections of the Agreement violated; and
  - 10. resolution requested.
- B. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step except a grievance on discipline issued by the Sheriff shall be filed at Step 2. A grievance may be brought by an employee or group of employees in the bargaining unit. All grieving employees must sign a group grievance and the grievance will be initiated with the supervisor at the lowest level supervision common to all the grievants
- C. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. A grievance not submitted to the next level by the Union is considered settled with prejudice. All time limits on grievances may be waived in writing by mutual consent of the parties. If the last day a grievant is required to perform an act falls on the grievant's scheduled day off or paid leave or on a holiday, the time limit for performing the act shall be extended to the end of the next working day for that person.
- D. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal.
- E. When an employee covered by this Agreement is, self-represented in a grievance, the Sheriff (or designee) will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement. An employee may choose one (1) other employee, who

shall be an OLC Associate, to accompany the employee in Steps 1 through 3 of this procedure.

- F. The grievance form developed jointly by the Sheriff and the Union shall provide the information as outlined in Sub Section A. above. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

**Section 13.4. Steps.**

When a grievance actually occurs or grievant should be reasonable aware.

- A. Step 1: Immediate Supervisor  
Discussion with an immediate supervisor. If no resolution, written grievance must be filed within ten (10) business days of when grievance occurs or when the grievant should be reasonably aware.
- B. Step 2: Sheriff  
Grievance filed with Sheriff within ten (10) business days after immediate supervisor's Step 1 answer. The Sheriff must meet with grievant and union steward and provide written answer within ten (10) business days after grievance is filed at the Sheriff's level
- C. Step 3: Arbitration  
Demand for arbitration must be within fifteen (15) business days after Sheriff's Step 2 answer. Demand shall be sent to the Sheriff.

**Section 13.5. Rules for Arbitration**

- A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Federal Mediation and Conciliation Service a panel list of nine (9) arbitrators from FMCS area #15, Ohio. The parties shall use the alternate strike method to select the arbitrator. They shall flip a coin to determine who strikes first. The party who wins the coin toss determines who strikes first. The names of the arbitrators shall be stricken one by one until one name remains. That person shall be the arbitrator. Either party may once reject the list and request from the provider another list of nine (9) arbitrators.
- B. The arbitrator's decision shall be strictly limited to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.
- C. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at the arbitrator's determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to the arbitrator.

- D. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than ninety (90) calendar days prior to the date the grievance was presented to the Sheriff in Step 2 of the grievance procedure.
- E. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.
- F. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- G. The decision of the arbitrator shall be final and binding upon the Union, the employee and the Sheriff. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Sheriff and the Union. All costs directly related to the services of the arbitrator shall be split by the parties
- H. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript. All necessary employees who attend arbitration hearing during working hours shall be paid hour-for-hour of their regular schedule shift
- I. The parties agree that the terms and conditions of the arbitrator's award are binding on the Sheriff, the employee, and the Union

#### **ARTICLE 14** **WORKDAY/WORKWEEK**

**Section 14.1.** A standard workweek shall be determined by the Sheriff. It shall normally consist of forty (40) hours in a seven (7) day period. A workweek shall normally consist of five (5) consecutive eight (8) hour workdays totaling a forty (40) hour workweek with two (2) consecutive days off. The Sheriff (or designee) will provide employees reasonable notice of any changes in their work schedule.

**Section 14.2.** Employees in the bargaining unit shall be entitled to a thirty (30) minute unpaid lunch period during their workday. Employees who are assigned to the jail eat their lunch in the department building. They may leave their workstation or work place if they can be properly relieved from their duty and with their immediate supervisor's approval. All other time is work time.

**Section 14.3.** An employee who is required to report to work on the employee's day off or after the employee's scheduled shift (after the employee has departed the work place shall receive a minimum

of two (2) hours' pay at time and one-half (1-1/2) of the employee's regular rate of pay. All other time worked after the two (2) hour minimum is at the employee's applicable rate of pay. This section does not apply to mandatory training sessions conducted off duty. Off duty training sessions are paid at the employee's regular rate for actual time in training, and will be counted as actual hours worked for purposes of calculating overtime in Article 15, Section 15.2 below.

**Section 14.4.** The Sheriff shall determine an inclement weather day. Employees shall make every effort to work. However, if conditions are so hazardous that it is not possible to report to work, the employee shall contact the employee's immediate supervisor who must approve the employee's absence or late arrival. Those who arrive late will not be docked if they make up their lost time by staying later that day. Employees whose absence is approved by their supervisor can use vacation time or compensatory time for their absence.

**Section 14.5.** Employees subpoenaed as witnesses in court as a result of their duty shall be paid for their actual time in court, but no less than two (2) hours for appearing at court. It is the employee's responsibility to contact the court to verify if the employee's presence is still required.

## **ARTICLE 15** **OVERTIME**

**Section 15.1.** Overtime is not guaranteed. The Sheriff (or designee) approves all overtime. The Sheriff (or designee) will notify the employee in writing when overtime is denied.

**Section 15.2.** Employees who are required to and actually work in excess of forty (40) hours in a seven (7) day workweek will be compensated at a rate of one and one-half (1-1/2) times their hourly rate of pay for those hours. Only hours actually worked are counted to compute overtime.

**Section 15.3.** The Sheriff (or designee) shall maintain an overtime list. The Sheriff (or designee) shall update the overtime list on a regular basis. If any disagreements exist over an employee's seniority, the official department records control as to an employee's employment with the Sheriff's office.

## **ARTICLE 16** **PAYROLL**

**Section 16.1.** There is normally an average of twenty-six (26) pay periods per fiscal year. All employees are normally paid every other Friday and are normally paid for a two (2) week period.

**Section 16.2.** If a holiday falls on a Friday, paychecks shall be distributed by the close of the working day on the preceding Thursday.

## **ARTICLE 17** **PROBATION**

**Section 17.1.** Newly hired employees must complete a three hundred sixty-five (365) calendar days of active duty probationary period. Any absence from work beyond ten (10) work days shall extend the probationary period for an equivalent number of days.

**Section 17.2.** Newly hired probationary employees shall be employed at the Sheriff's discretion until the completion of their probationary period. After the employee successfully completes their probationary period the employee's seniority is calculated from their original date of hire

**Section 17.3.** Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under terms of this Agreement or otherwise subject to challenge under any legal or other dispute resolution procedure.

**Section 17.4.** Current employees who are promoted to a new classification or assigned to a new posted position in the bargaining unit shall serve one hundred-eighty (180) day probation. They shall be subject to the just cause provisions of this Agreement.

**Section 17.5.** If a newly promoted or assigned employee does not perform up to the Sheriff's expectations, the employee shall be placed back into the employee's original shift schedule (including days off) in the employee's former job and classification. During the first sixty (60) days of the employee's promotional or assignment probation, the employee may voluntarily return to the employee's former job and classification.

**Section 17.6.** Probationary employees will be entitled to personal days (prorated from the hire date to the end of the year), compensatory time and holiday time.

## **ARTICLE 18** **SENIORITY**

**Section 18.1.** Seniority shall be determined by:

- A. an employee's uninterrupted length of continuous bargaining unit service with the Sheriff (Sheriff's Office Seniority); or
- B. uninterrupted service in the employees classification (classification seniority);
- C. an employee shall have no seniority during the probationary period.

**Section 18.2.** Within thirty (30) days after the signing of the Agreement, and every year thereafter, the Sheriff (or designee) shall provide the Union with one (1) copy of a current seniority Sheriff's Office list. The Union shall meet with the Sheriff (or designee) to review the seniority list whenever necessary to correct any errors. The seniority list shall be made up by classification and shall

contain, in order of seniority, the name, division, department, position control number and date of hire of each employee.

**Section 18.3.** Seniority shall be broken when an employee:

- A. quits or resigns;
- B. is discharged for just and proper cause;
- C. is laid off for a period of more than twenty-four (24) consecutive months;
- D. fails to report for work when recalled from layoff within three (3) calendar days from the date on which the employee receives recall notice by registered mail (to the employee's last known address as shown on the Sheriff's records) unless excused by the Sheriff;
- E. accepts a position outside the bargaining unit;
- F. cannot return to work because of injury after exhausting all paid and unpaid leave available to the employee under this Agreement and State and Federal law.

**Section 18.4.** Sheriff's Office seniority shall apply to vacation scheduling, time off, layoffs, and recalls. Shift assignments if any, shall be determined by classification seniority.

**ARTICLE 19**  
**VACANCIES**

**Section 19.1.** A vacancy occurs when the Sheriff intends to fill an existing full-time bargaining unit job or when, the Sheriff intends to create a new full-time bargaining unit job.

**Section 19.2.** The Sheriff will fill vacancies as follows:

- A. **Posting** – The Sheriff shall post a vacancy notice naming the available job, and describing the minimum required duties and responsibilities and the necessary job qualifications. The posting shall be for at least ten (10) calendar days, including the first calendar day of posting. An employee must submit the employee's request to the Sheriff in writing within that ten (10) day period to be considered for the vacancy.
- B. **Selection** – The Sheriff may select the candidate the Sheriff deems most qualified based on the Sheriff's perceptions of a candidate's skill, qualifications, experience, potential and seniority. Each of these factors is not necessarily given equal weight. Sheriff's Office employees who meet the minimum requirements for the job are not automatically selected for the vacancy. The Sheriff has final authority to determine which person -- bargaining unit member or outside candidate -- shall be awarded the position.

**ARTICLE 20**  
**ASSIGNMENTS**

**Section 20.1.** An assignment is a directive by the Sheriff (or designee) to perform work. The Sheriff determines all assignments. An employee may be assigned to do work in a different division, on a

reasonable or temporary basis. For example, if the Sheriff (or designee) assigns an employee to another division not normally worked, an assignment has occurred and not a vacancy or a promotion.

**Section 20.2.** The Sheriff's Office divisions are Patrol Division, Jail Division, Detective Division, Administrative Services, and Civil Process / Records Division.

## **ARTICLE 21**

### **PERFORMANCE EVALUATIONS**

**Section 21.1.** An employee's signature is required on any performance evaluation. This signature shall only state that the employee has read the evaluation. No subsequent comments shall be added to the evaluation once signed by the employee and the Sheriff (or designee).

**Section 21.2.** Ratings should be supported by appropriate documentation, in so far as practicable (e.g., letters of commendation, disciplinary actions and other documentation). This documentation shall be retained in the employee's personnel file. Once the form has been completed by the supervisor, and before it is reviewed with the employee, the supervisor shall sign it, and submit it to the division commander for signing, and then send the completed form to the Sheriff. Supporting documentation, maintained during the course of the evaluation period and included in the employee's personnel file, shall also be submitted with the performance evaluation form for the Sheriff's review. The Sheriff may confer with the supervisor and/or the division commander, if necessary, to reevaluate and revise proposed ratings.

**Section 21.3.** An employee may respond in writing to a performance evaluation prior to signing the evaluation.

**Section 21.4.** When an employee has worked under the direction of more than one (1) supervisor during any evaluation period, the primary supervisor shall provide the substance of the performance evaluation.

**Section 21.5.** The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement.

## **ARTICLE 22**

### **WORK SCHEDULE PREFERENCE**

The Sheriff shall provide employees reasonable notice before changing or rescheduling their normal work schedule permanently. Before an employee's normal schedule is changed permanently, the Sheriff shall meet with the employee and the Union representative to discuss possible alternatives. Shifts shall be changed only for cause.

**ARTICLE 23**  
**SCHEDULE TRADES**

The employees may trade work schedules with the Sheriff's (or designee) prior approval. The Sheriff's (or designee) denial of a schedule trade is not grievable.

**ARTICLE 24**  
**LAYOFFS AND RECALLS**

**Section 24.1.** A layoff is a decision to reduce the present number of employees in their existing job classifications. Job reassignments and other temporary actions by the Sheriff are not layoffs. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective. The employee being laid off and the FOP/OLC shall be given at least fifteen (15) calendar days' notice prior to the effective date of the layoff. Upon request of either party, the Employer and the Union may meet prior to the effective date of the layoff to talk about alternatives to the layoff.

**Section 24.2.** The Sheriff will use the following procedure when he decides to lay off any employee:

- A. Temporary help, part-time employees (less than forty [40] hours per week) and newly hired probationary employees are laid off first.
- B. All other employees shall be laid off in accordance with their least number of years of seniority. Seniority is defined in Article 18 of this Agreement.
- C. During a recall the Sheriff shall recall the most senior laid off employees.

**Section 24.3.** Laid off employees are eligible to be recalled to their full-time job from which they were laid off. However, any other available job may be given to the laid off employee if the Sheriff determines that the employee is more qualified for that job than a potential job applicant.

The Sheriff is to provide notice of recall to laid off employees by registered mail at their last known address. Recall rights are lost if the employee fails to accept the offered job within five (5) calendar days from the recall notice (attempt of service). The employee must provide the Sheriff with a current address at all times while in lay off status. If the employee is on vacation or absent from their residence for more than five (5) consecutive calendar days for any other reason, the employee must notify the Sheriff of where the recall notice can be received.

**Section 24.4.** A laid off employee is eligible for recall pursuant to this article for one (1) year from the effective date of the layoff, after which the employee loses all seniority and is no longer eligible for recall.

**ARTICLE 25**  
**OUTSIDE EMPLOYMENT**

**Section 25.1.** An employee shall notify the Sheriff in writing of all outside employment.

**ARTICLE 26**  
**PERSONNEL FILES**

**Section 26.1.** There shall be one (1) personnel file. It shall be kept by the Sheriff as a permanent file. All information on employees shall be placed in the file. Employees have the right to make a written comment about any information in the file and to have it placed in their file. No anonymous information shall be kept in an employee's file. The employee shall be notified if a person has requested to see information in the employee's personnel file. No information will be released to a requester that is not required by law or a court order to be released. The employee shall be given copies of all material provided to such person(s) from their personnel file.

**Section 26.2.** Employees may have copies of items contained in their files made by using the Office copying machine.

**Section 26.3.** An employee shall have the right to inspect the employee's personnel record provided twenty-four (24) hour notification is given to the Sheriff.

**Section 26.4.** If, upon examining the personnel file, an employee has reason to believe there are inaccuracies in documents contained therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy, and the Sheriff (or designee) shall then place the memorandum in the file.

**Section 26.5.** An employee's signature on a document shall mean the employee has seen the document and not that he agrees with its content unless it is so stated on the document.

**Section 26.6.** The employee shall be the last person to sign an official document which requires the employee's signature. The employee shall receive a copy of any document in its final form after signing it.

**Section 26.7.** In any case in which disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action.

**Section 26.8.** Medical records, I-9 forms and other lawfully confidential records of all employees will be kept in separate files.

**ARTICLE 27**  
**UNION BULLETIN BOARDS**

**Section 27.1.** The Employer agrees to provide space for the FOP/OLC bulletin board in an agreed-upon area of the Employer's facilities.

**Section 27.2.** All FOP/OLC notices of any kind posted on the bulletin board shall be signed, posted, or removed by an FOP/OLC representative.

Posted material may not contain any of the following at any time on the FOP/OLC bulletin board:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Materials relating to the following matters may be posted:

- A. Communications from the Union;
- B. Union recreational and social affairs;
- C. Notice of Union meetings or Union Appointments;
- D. Notice of and/or results of Union elections;
- E. Reports of non-political standing committees and independent non-political components of the Union; and
- F. Non-political publications, rulings or policies of the Union.

**Section 27.3.** No FOP/OLC related materials of any kind may be posted anywhere in the Employer's facilities except on this Union bulletin board.

**Section 27.4.** Upon the request of the Employer or designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this Article.

**Section 27.5.** All items (with the exception of a copy of the collective bargaining agreement posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting.

## **ARTICLE 28** **SICK LEAVE**

**Section 28.1.** Each full-time employee shall be entitled to fifteen (15) days sick time per year earned at four and six-tenths (4.6) hour increments per pay period.

**Section 28.2.** Employees may use sick leave, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness,

injury or death in the employee's immediate family. For purposes of this Article, immediate family is defined as mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse (spouse equivalent), child, parent, foster parent or guardians, grandparent, grandchildren, step-parents stepchildren or a relative residing in the employee's immediate household. The Sheriff may allow sick leave to care for relatives not living in the employee's immediate household. Absence due to sickness in the immediate family, requiring the continuing presence of the employee at home to make arrangements for hospitalization or other care, shall not exceed five (5) consecutive workdays. Additional absence for this purpose may be approved by the Sheriff.

**Section 28.3.** Employees unable to report for any of the reasons listed above, must report their anticipated absence to their Supervisor or OIC no later than one (1) hour before the start of watch on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the supervisor. Upon reporting, employees shall give the phone number and address of the place of convalescence. While on paid sick leave employees are not authorized to work at other jobs.

**Section 28.4.** When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to the employee's credit upon the employee's re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from other Ohio public employment to the County shall be credited with the unused balance of the employee's accumulated sick leave. An employee is responsible for obtaining certification of the employee's previously accumulated sick leave and submitting it to the Knox County Board of County Commissioners.

**Section 28.5.** Employees who submit false excuses for sick leave will be disciplined up to and including discharge. All employees who are absent for over three (3) consecutive days must submit a statement from a licensed physician concerning their illness (or illness of those being cared for). Employees who use six (6) sick days or forty-eight (48) hours separately during the calendar year, must submit a licensed physician's statement upon using the seventh (7th) sick day or the forty ninth (49th) hour. All employees who have used ten (10) sick days or eighty (80) hours of sick leave during the calendar year for their own personal illness shall be required to submit to a physical examination to determine their fitness to perform their duty. These requirements may be waived in the case of injury on the job and/or at the sole discretion of the Employer.

**Section 28.6.** The Sheriff can order a physician's statement to verify illness whenever, the Sheriff (or designee) suspects sick leave abuse. Patterned use or abuse of sick leave includes regularly using sick leave before or after weekends, before or after holidays, before or after normal days off, on certain days of the week, in an excessive number of individual sick days off compared to the average number of sick leave days off for the Sheriff's Office as a whole, or in a manner inconsistent with the request for sick leave, e.g., personal reasons during the time the employee would have been scheduled to work.

**Section 28.7.** Sick leave time off is for recuperation from illness or activity directly related to recuperation, e.g., purchase of medicine or doctor's visits, during the time an employee normally would have been working. This means sick leave abuse will be analyzed based on an employee's conduct during the time the employee normally would have been working.

**Section 28.8.** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the essential functions of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or Family Medical Leave. The cost of such examination shall be paid by the Employer, and the physician will send the Employer the results of such examination. The Employer will provide a copy of the results to the employee.

## **ARTICLE 29**

### **CATASTROPHIC SICK LEAVE DONATION PROGRAM**

**Section 29.1.** This program has been established to allow employees to donate sick days to fellow employees who have exhausted all sick leave and need to extend their sick leave. This program is in addition to the current disability program in the office. Each employee may only donate up to twenty (20) hours of sick leave to each fellow employee.

**Section 29.2.** When the employee requests sick leave donations, the employee shall notify the Sheriff in writing. The Sheriff will then post a notice for ten (10) working days informing employees about the request for sick leave donations. All donations are voluntary.

**Section 29.3.** Employees will be eligible to receive sick leave donations if they have been placed on approved medical leave and have exhausted all sick leave, vacation time and compensatory time. The Sheriff may allow donations of sick leave hours to an eligible, specific recipient by signing and submitting to the Sheriff a sick leave donation form.

**Section 29.4.** An employee may donate sick leave to a specific recipient by signing and submitting to the Sheriff a Sick Leave Donation Form.

**Section 29.5.** The unused donated time shall be returned to the donor on a pro-rated basis.

## **ARTICLE 30**

### **LEAVE OF ABSENCE**

**Section 30.1.** Each employee in the bargaining unit who has completed at least two (2) years of continuous service with the Sheriff may request an unpaid leave of absence of up to six (6) months. The granting of such leave is within the total discretion of the Sheriff and such leave may not be taken unless approved in advance by the Sheriff. An employee is not eligible for leave for purposes of securing employment with another Sheriff or to otherwise become qualified to seek other employment. Employees may be disciplined for misusing leave. The Sheriff's decision to grant a leave for any reason does not establish a practice and employees have no right to rely on the Sheriff's decision as a guarantee that a leave for the same reason will be automatically granted.

Any employee who has been placed on an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave. Further, such employees shall be required to pay the entire cost of their medical coverage during a leave should they desire to continue coverage, unless the unpaid leave qualifies under Family Medical Leave Act.

Upon returning from a leave of absence, the Sheriff (or designee) shall place the employee in the same or a similar classification. An employee may, upon approval, return to active pay status prior to the originally scheduled expiration date of such leave if such early return is agreeable to the Sheriff.

**Section 30.2.** Family and Medical Leave will be granted in accordance with State and Federal Law.

**ARTICLE 31**  
**INJURY LEAVE**

Any bargaining unit member who is disabled while on duty and acting within the scope of the employee's duty must file an accident report as soon as possible with the Employer and will be eligible for worker's compensation. All legitimate claims will be approved promptly.

**ARTICLE 32**  
**MILITARY LEAVE**

The Employer agrees to abide by the requirements of Ohio Revised Code § 5923 *et. seq.* and any and all other state and federal laws concerning military leave for bargaining unit members.

**ARTICLE 33**  
**FUNERAL LEAVE**

**Section 33.1.** Upon prior approval of the Sheriff, each employee is entitled to up to three (3) days leave of absence, with pay, deducted from sick leave, to attend a funeral of a death of a member of the employee's immediate family (defined in Article 28, Sick Leave). Funeral leave shall commence the first full day following the death of the family member.

**ARTICLE 34**  
**JURY DUTY**

**Section 34.1.** Any employee who is summoned for jury duty shall be granted leave with full pay. An employee shall provide the Sheriff with a copy of the jury duty summons when requesting such leave. Leave shall commence on the date of appearance noted on such summons. The Sheriff shall be notified immediately upon completion of the jury duty obligation.

**Section 34.2.** Any compensation or reimbursement for jury duty shall be remitted to the Sheriff. If the employee is released early from the jury duty obligation and at least three (3) hours remain on the employee's shift, the employee shall report to work.

**ARTICLE 35**  
**PERSONAL DAYS**

**Section 35.1.** Each full-time employee shall be entitled to two (2) paid personal days each year. The employee shall provide the Sheriff no less than twenty-four (24) hours' notice and receive prior approval before using personal leave. The Sheriff has sole discretion to grant leave with less notice and has final approval over personal leave.

**Section 35.2.** Personal days are not accumulative and no overtime shall be paid to grant a personal day.

**ARTICLE 36**  
**VACATIONS**

**Section 36.1.** Vacation leave for full-time employees in the bargaining unit is as follows:

<u>Years of Public Service In An Ohio Public Agency</u>	<u>Weeks Vacation</u>	<u>Hours Per Pay</u>
After one year	Two (2) weeks	3.07692
After eight (8) years	Three (3) weeks	4.61538
After fifteen (15) years	Four (4) weeks	6.15384
After twenty-five (25) years	Five (5) weeks	7.69230

**Section 36.2.** No employee is entitled to vacation leave or payment for accumulated vacation under any circumstances until the employee has completed one (1) year of employment with the Sheriff.

**Section 36.3.** Vacations are scheduled according to workload requirements of the individual work units of the Sheriff's Office. For this reason, vacation requests shall be made between December 1st of any year through January 31 of the next. When employees in the same work unit request the same vacation leave period prior to the January 31st, the determining factor shall be Sheriff's Office seniority, provided the vacation request is made at least two (2) weeks in advance of the requested date for vacation to begin.

Vacation requests received after the January 31st will be granted based upon workload requirements and determined by the first submitted request. If two (2) or more employees in the same work unit submit their request on the same day, Sheriff's Office seniority will be determinative.

The parties recognize that the Sheriff has the authority to determine the number of employees within each work unit that may be on vacation leave at any given time. Vacation leaves will be granted at times most desired by employees, provided the workload is not adversely affected.

**Section 36.4.** Employees scheduling vacations after January 31st or wishing to change their scheduled vacation shall use the following procedures:

1. For one-half (1/2) or one (1) day vacation, an employee shall make a request to the employee's supervisor at least one (1) day in advance (twenty-four (24) hours before the requested time off begins);
2. For two (2) days to four (4) days vacation, an employee shall make a request to the employee's supervisor at least one (1) week in advance;
3. For more than four (4) consecutive vacation days, an employee shall make a request to the employee's supervisor at least one (1) week in advance; and,
4. If an emergency arises and such advance notice cannot be given, the employee shall contact the employee's supervisor with the request as soon as possible. No vacation shall be taken until it has been approved by the supervisor.

An employee who has been notified that the employee must take vacation or lose vacation credits will be given first consideration. The Sheriff and/or supervisor shall have the right to deny vacation requests.

**Section 36.5.** Generally, an employee shall take vacation leave between the year in which it was accrued and the next anniversary date of employment. The Sheriff may, in special circumstances, permit an employee to carry over two (2) weeks of vacation to the next year, which must be used in that successive year. This two (2) week carryover of vacation time must be approved in advance and must be in response to special circumstances. Vacation not used, or carried over will be forfeited.

**Section 36.6.** Vacation time shall not be used in less than one-half (1/2) day (4 hour) increments.

**Section 36.7.** Unused earned vacation shall be paid off at the employee's current rate upon the employee's separation, or upon the employee's death to the employee's spouse or beneficiary.

## **ARTICLE 37** **HOLIDAYS**

**Section 37.1.** All bargaining unit employees shall be paid their regular pay for the following holidays:

New Year's Day	First Day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth Day in July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh Day in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-Fifth Day in December

**Section 37.2.** If a recognized holiday occurs during an employee's vacation, that day is not charged as vacation use.

**Section 37.3.** If an employee works on a holiday, the employee will be paid the employee's eight (8) hours of applicable rate of pay, plus one and one-half (1.5) of the employee's regular rate of pay for the hours actually worked that day or bank such hours as outlined below: if a holiday falls on an employee's day off, the employee may place the 8 hours of holiday pay into a "holiday bank" which will be mutually scheduled off at a later date. Employees that work on a holiday will receive the 8 hours of holiday pay and may place the 12 hours (8 x 1.5) premium pay into their "holiday bank" which will be mutually scheduled off at a later date. Employees must use any accumulated "holiday bank" time within one year of its accumulation. Upon separation of employment, employees are entitled to payment for any accumulated "holiday bank" time.

**Section 37.4.** To receive holiday pay, an employee must work the employee's scheduled day before and after the holiday, unless otherwise approved by the Sheriff. Approved time is vacation, comp, personal and funeral days. Sick time is not approved time.

**Section 37.5.** If the Knox County Commissioners add holidays for all county employees in addition to those outlined in Section 37.1 above, the Sheriff agrees to negotiate with the union over adding the holiday to this Agreement. Any impasse over the issue shall be resolved through binding arbitration.

**Section 37.6.** The Sheriff reserves the right to schedule employees off on any of the above stated holidays. Employees scheduled off will receive their eight (8) hours of holiday pay.

## **ARTICLE 38** **HEALTH AND SAFETY**

**Section 38.1.** Occupational health and safety is the common concern of the Sheriff, the union, and the employees. The union will cooperate with the Sheriff in insisting that employee observe safety rules and regulations.

**Section 38.2.** All employees are responsible for notifying the Sheriff of any equipment or conditions that the employee believes to be unsafe. An employee shall not be disciplined for not operating equipment that the Sheriff or the supervisor has deemed unsafe.

**Section 38.3.** The Sheriff shall provide first aid training and necessary equipment.

## **ARTICLE 39** **PHYSICAL FITNESS**

**Section 39.1.** Employees may use the on-site physical fitness facility during their non-scheduled hours. The Sheriff will also provide an Employer Verification letter for employees to obtain the Employer reduced rate at Body Basics, which will be paid by the employee.

## **ARTICLE 40** **DRUG TESTING**

**Section 40.1.** The Sheriff and the FOP have a mutual obligation to protect the work force and the public from employees who may abuse alcohol or use drugs or controlled substances. The Sheriff and the FOP therefore have agreed to common elements that will shape and guide the parties' commitment to provide a drug-free workplace. A joint labor/management committee shall confirm the details of the testing facilities to be used and the chain of custody methods to be followed.

**Section 40.2.** The Drug-Free Workplace policy shall be developed, implemented and administered by the Sheriff which shall include "split sample" testing.

**Section 40.3.** The Sheriff may order any employee to undergo reasonable suspicion drug screening test (and urine samples), prescribed by Mid Ohio Corporate Care at Knox Community Hospital and the Sheriff (or designee), at any time. Before drug testing is administered, employees shall have the right to consult with an FOP representative. The FOP is entitled to a copy of the written documentation, and an FOP representative may accompany the employee to the drug test site provided that the same does not delay the testing process.

**Section 40.4.** No employee will be tested against the employee's will. An employee who refuses to submit to a properly ordered drug test may be subject to disciplinary charges of insubordination, which may result in that employee's termination.

**Section 40.5.** If the tests are positive, indicating that the employee has used illicit drugs or controlled substances or has abused alcohol, the Sheriff shall order a confirmatory test on the remaining sample. A positive result from an alcohol test means a blood level that would indicate impairment under current Ohio driving laws. The Sheriff may also suspend the employee without a loss of pay before the time the confirmatory test results are complete. Confirmatory test results shall be made by a certified medical professional or an institution qualified to administer such a test.

**Section 40.6.** An employee has the right to submit information to explain the reason(s) for a positive test. An employee also has the right to request and pay for a confirmatory test of the original sample at the employee's own expense within five (5) working days after notice of the positive test result.

**Section 40.7.** Reasonable chain of custody procedures will be used.

**Section 40.8.** If the screen test and confirmatory test are positive, the Sheriff may discipline the employee to and including discharge. An employee who notifies the Sheriff's Office before the employee is identified as having used drugs or other controlled substances, or having been an alcohol abuser, shall be required to participate in a rehabilitation or detoxification program for up to six (6) months. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, compensatory time or FMLA leave while the employee participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of rehabilitation or detoxification program, but not in excess of any unpaid leave available under the

Family Medical Leave Act. Upon completion of such program, if a retest demonstrates that the employee is no longer using drugs or alcohol, the employee shall return to an available position for which, the employee is qualified. Such employee may be subject to periodic retesting for drugs and alcohol upon the employee's return to the employee's position for a period of one (1) year.

**Section 40.9.** If an employee either (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; (2) fails to complete a program of rehabilitation or detoxification; or (3) tests positive at any time within one (1) year after the employee's return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action up to and including discharge.

**Section 40.10.** All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

**Section 40.11.** The Sheriff shall pay for all drug and alcohol screening and confirmatory tests.

**Section 40.12.** The Sheriff shall educate employees and supervisors regarding all elements of the Drug-Free Workplace Policy, and the various procedures involved.

**Section 40.13.** Any employee who is using any medication that may impair the employee's senses must notify the employee's immediate supervisor before the employee's shift begins

## **ARTICLE 41**

### **ACCEPTANCE OF GIFTS AND FAVORS**

No employee shall ever accept, directly or indirectly, any gift, favor, or other special treatment, for the purpose of or as a result of performing the employee's duty. Failure to abide by this provision may result in discipline, up to and including discharge.

## **ARTICLE 42**

### **RESIDENCY**

All employees must reside within Knox County or a county adjacent to Knox County.

## **ARTICLE 43**

### **EMERGENCY RELIEF**

In cases of emergency declared by the President of the United State, Governor of the State of Ohio, the Knox County Commissioners, the Federal or State Legislature, or the Sheriff of Knox County, such as acts of God or civil disorder, the following conditions of the Agreement may be automatically suspended.

- A. Time limits for the Sheriff or the union on replies on grievances
- B. Selected work rules and/or agreements and practices relating to the assignment of employees

Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Agreement, and proceed from the point they had been suspended due to the emergency.

**ARTICLE 44**  
**MEETING LOCATION**

Meetings that are conducted by the union and its committees may be permitted in the Sheriff's Office, as long as such meetings do not interrupt work.

**ARTICLE 45**  
**EXPENSE REIMBURSEMENT**

When an employee is performing the Employers business or at training and overnight lodging is required, the employee will be reimbursed for food and lodging, with prior approval from the Sheriff. When an employee is on the Employer's business and is required to use their personal vehicle for travel, the Employer shall reimburse such employee at the then current Internal Revenue Service mileage rate.

**ARTICLE 46**  
**LABOR-MANAGEMENT MEETINGS**

**Section 46.1.** In the interest of sound Labor-Management relations, the Sheriff, and up to two (2) bargaining unit members, and up to one (1) non-employee representative, may meet once quarterly, or on a mutually agreeable day and time, to discuss those matters addressed in Section 46.3 of this Article. Attendance is voluntary and is not paid for unless the meeting occurs on an employee's regular shift. An FOP/OLC representative may attend.

**Section 46.2.** The parties shall submit an agenda briefly outlining issues to be addressed.

**Section 46.3.** The purpose of such meetings shall be to:

1. discuss administration of this Agreement;
2. notify the Union of any changes made by the Sheriff that affect bargaining unit members;
3. disseminate general information of interest to the parties;
4. health and safety matters;
5. training matters;
6. discuss ways to increase productivity and improve efficiency; and
7. discuss other matters mutually agreed to by the parties.

**Section 46.4.** If special Labor-Management meetings have been requested, and mutually agreed upon, they shall be convened within a reasonable period of time thereafter.

**Section 46.5.** Labor-Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

**ARTICLE 47**  
**INSURANCE BENEFITS**

**Section 47.1.** The Employer shall provide the same paid medical and hospitalization plan for bargaining unit members as the County Commissioners provide for their non-bargaining unit General Fund employees. The Board shall choose the insurance carrier.

**Section 47.2.** Employee contributions for medical and hospitalization coverage during the life of this Agreement are as follows:

<u>Insurance</u>	<u>Employee Monthly Contribution</u>
Single Plan	Employer Paid 85% – Employee Paid 15%
Family Plan	Employer Paid 85% – Employee Paid 15%

**Section 47.3.** The Board shall provide each employee with a paid life insurance policy equal to the plan provided to the County General Fund non-bargaining unit employees.

**Section 47.4.** The Board shall provide dental insurance to bargaining unit members, under the same terms and conditions applicable to Knox County, non-bargaining employees.

**ARTICLE 48**  
**WAGES**

**Section 48.1.** Secretaries

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Jan. 1, 2014	12.31	12.69	13.07	13.46	13.86	14.33
Jan. 1, 2015	12.56	12.94	13.33	13.73	14.14	14.62
Jan. 1, 2016	12.81	13.20	13.60	14.00	14.42	14.91

**Section 48.2.** Cooks

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
Jan. 1, 2014	11.09	11.45	11.81	12.17	12.53	12.91
Jan. 1, 2015	11.31	11.77	12.05	12.41	12.78	13.17
Jan. 1, 2016	11.54	12.01	12.29	12.66	13.04	13.43

**ARTICLE 49**  
**PERSONAL PROPERTY**

At the Sheriff's discretion, the Sheriff may reimburse an employee for a loss of personal property damaged or destroyed during the course of an employee's duty. Personal property does not include jewelry or any a personal property that the Sheriff has not authorized to be used in the course of duty. Any amounts granted by the Sheriff shall be offset by any restitution ordered by the court.

**ARTICLE 50**  
**SICK LEAVE ACCUMULATION CASH OUT**

Except for those who are terminated for cause, employees with ten (10) or more years of continuous service with the Sheriff's Office may cash in up to two hundred forty (240) hours of their accrued but unused sick leave upon separation. Payment shall be made at the employee's existing regular rate.

**ARTICLE 51**  
**DURATION OF AGREEMENT**

**Section 51.1.** The provisions of this Agreement establish certain rights and benefits for the FOP/OLC and the employees that shall only exist during the effective dates of this Agreement and any extensions thereof.

**Section 51.2.** This Agreement shall become effective August 1, 2013, and shall remain in full force and effect until July 31, 2016.

**SIDE LETTER**

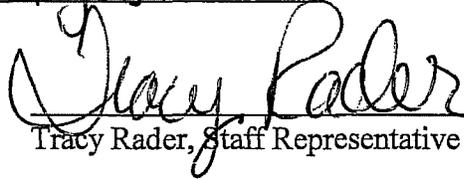
Bargaining unit employees will receive wage increases as outlined below:

EMPLOYEE	08/01/2013	01/01/14	01/01/2015	01/01/2016
Beverly Griffith		14.33	14.62	14.91
Susan Baldwin		13.46	14.14	14.91
Tracy Montgomery	10.55	12.17	12.78	13.43
Barbi Neighbarger		12.91	13.17	13.43
Jennifer Legros		12.17	12.78	13.43

**SIGNATURES**

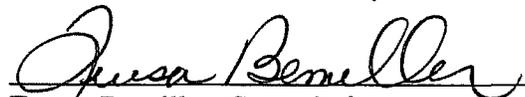
IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed as of the 29 day of August, 2013.

  
\_\_\_\_\_  
David Shaffer, Sheriff

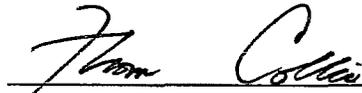
  
\_\_\_\_\_  
Tracy Rader, Staff Representative

  
\_\_\_\_\_  
Roger Reed, Commissioner

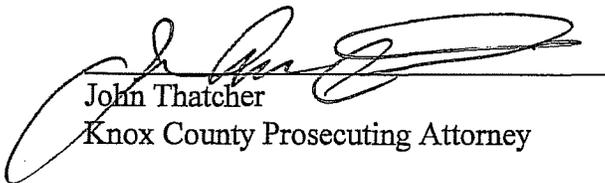
  
\_\_\_\_\_  
Beverly Griffith, Committee Chairperson

  
\_\_\_\_\_  
Teresa Bemiller, Commissioner

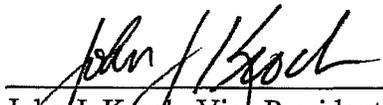
  
\_\_\_\_\_  
Barbi Neighbarger, Bargaining Committee

  
\_\_\_\_\_  
Thom Collier, Commissioner

APPROVED AS TO FORM

  
\_\_\_\_\_  
John Thatcher  
Knox County Prosecuting Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
John J. Krock, Vice President  
Clemans, Nelson & Associates, Inc.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

Fraternal Order of Police,  
Ohio Labor Council, Inc.,  
Employee Organization,

and,

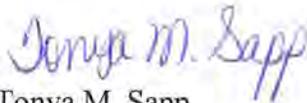
Knox County Sheriff,  
Employer.

}  
} Case No(s): 13-MED-04-0566  
} Cooks and Secretaries  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tonya M. Sapp  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Matt Baker, [mbaker@clemensnelson.com](mailto:mbaker@clemensnelson.com)  
Sheriff David Shaffer, [dshaffer@rrohio.com](mailto:dshaffer@rrohio.com)