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AGREEMENT

between

FRANKLIN COUNTY SHERIFF'S OFFICE

and

TEAMSTERS LOCAL NO. 284

Unit 4

Court Facility Security Officers & Control Room Technicians

October 21, 2015 – December 31, 2017

Unit 4

TABLE OF CONTENTS

Article 1	Recognition	1
Article 2	Dues Check-Off	2
Article 3	Union Representation	4
Article 4	Management Rights	6
Article 5	Non- Discrimination	7
Article 6	Labor- Management Meetings.....	8
Article 7	No Strike- No Lockout	9
Article 8	Internal Review Procedures	9
Article 9	Corrective Action	10
Article 10	Grievance and Arbitration Procedure	12
Article 11	Seniority	16
Article 12	Layoff and Recall	17
Article 13	Records and Personnel Files.....	18
Article 14	Probationary Period	19
Article 15	Vacancies	19
Article 16	Work Rules	20
Article 17	Hours of Work and Overtime	21
Article 18	Wages	23
Article 19	Holidays	24
Article 20	Vacation Leave	26
Article 21	Sick Leave	28

Article 22	Military Leave	33
Article 23	Uniforms	33
Article 24	Health Insurance	35
Article 25	Duration of Agreement	36

	Signature Page	37
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Exhibit A –Facility Security Officer

Exhibit B- Control Room Technician

ARTICLE 1 RECOGNITION

Section 1.1 Recognition.

The Franklin County Sheriff, hereinafter referred to as the "Employer", recognizes Teamsters Local Union No. 284, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", as the exclusive representative for the purpose of collective bargaining with respect to all matters pertaining to wages, hours, terms or other conditions of employment for employees of Franklin County Sheriff in the following Bargaining Unit, as defined in Section 1.2 below, and duly certified by SERB.

Section 1.2 Bargaining Unit.

Wherever used in this Agreement "bargaining unit" shall be deemed to include all full time and regular part time employees of the Employer in the positions of Court Facility Security Officers and Control Room Technician, and excluding all management level employees, professional employees, confidential employees, students, and supervisors as defined by applicable law and the State Employment Relations Board, elected officials, office clerical employees and all other classifications not specially included in Section 1.2.

Section 1.3 Severability.

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction or by revision of the Ohio Public Employee Collective Bargaining Act by the State Legislature, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

In the event of invalidation, the parties agree that they will schedule a meeting within thirty (30) days at a mutually agreeable time to attempt to modify the invalidated provision(s) by good faith negotiations subject to the dispute resolution procedure provided in Section 4117.14 of the Ohio Revised Code.

Section 1.4 New or Changed Position.

In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position as determined by the Employer or in the event that the Employer establishes a new position within the bargaining unit, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing. If the Union disputes the Employer's determination of the bargaining unit status, the parties will meet to attempt to resolve their disagreements. If the Parties are unable to reach an agreement then the issue shall be subject to appeal to the State Employment Relations Board.

Section 1.5 Sanctity of Agreement.

Unless otherwise specially provided in this Agreement, no changes shall be made to this Agreement during the duration of this Agreement unless there is a written agreement by and between the parties to do so. Any negotiated changes to this Agreement must be in writing and signed by the parties.

ARTICLE 2 DUES CHECK-OFF

Section 2.1 Deduction Agreement.

The Employer agrees to deduct Union Membership dues in accordance with this Article for all bargaining unit members.

Section 2.2 Deduction Procedure.

The Employer agrees to deduct regular union membership dues, initiation fees and assessments in the amount provided by the Union from the first two paychecks within each month of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the Employee. Upon receipt of the proper authorization, the Employer will deduct Union dues, initiation fees and assessments 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. All dues, initiation fees and assessments collected shall be submitted once each calendar month to Teamsters Local Union No. 284, to the person designated in writing by the Union, together with a listing of the members for whom the deductions were made.

Section 2.3 Termination of Deduction.

The Employer 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 one covered by the bargaining unit; (C) layoff from work; (D) an unpaid leave of absence; (E) written revocation of the check-off authorization.

Section 2.4 Insufficient Funds.

The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, has failed to receive sufficient wages for the deduction of dues to be taken.

Section 2.5 Notice of Increases.

The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues, or the pay period specified by the Union, whichever is later.

Section 2.6 Fair Share.

Bargaining unit employees who are not members of the Union shall, as a condition of employment, pay a fair share fee to the Union. Current bargaining unit employees who are members of the Union and who revoke their membership shall, as a condition of employment; pay a fair share fee to the Union. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by the members of the Union who are in the bargaining unit. Such fair share fee shall be certified by the Union to the Employer at such times during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal union rebate procedure meeting all requirements of state and federal law.

Such fair share fee shall be automatically deducted from the first two paychecks within each calendar month. The Employer agrees to furnish the Union, a warrant in the aggregate amount of the fair share fees collected from the automatic deduction, together with a listing of the employees who are not a member of the Union for whom said deductions were made.

The automatic deductions shall be initiated by the Employer (where the Union has not notified the Employer that an employee has become a member of the Union within sixty (60) calendar days of the beginning of employment) whenever a bargaining unit employee, who is not a member of the Union, has completed the first sixty (60) calendar days of employment. The Employer's obligation to make deductions shall terminate automatically upon: (A) a termination of employment; (B) transfer to a job outside of the bargaining unit; (C) layoff from work; (D) or an unpaid leave of absence.

Section 2.7 Indemnification.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employees arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee files an action against the Sheriff, Franklin County and/or Union regarding the deductions made under this Article, the deductions for those employees shall continue. However, the Union shall place funds in an interest bearing escrow account until a resolution of the action is reached pursuant to an agreement by the parties or pursuant to the provisions of the Ohio Revised Code Section 4117.09(C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board.

ARTICLE 3
UNION REPRESENTATION

Section 3.1 Union Representation.

The Employer will recognize Union Officers, designated staff representatives, and an appropriate number of stewards not to exceed six (6), provided that the Union notifies the Employer in writing of the names of such officers, staff representatives, and stewards. It is the Union's responsibility to keep this list current with the Employer.

Section 3.2 Grievance Time.

Union Representatives may, during normal work hours, without loss of pay, handle grievances after having received prior approval from their immediate supervisor. Such permission shall not be unreasonably withheld. To receive prior approval, the Union Representative must first describe the reason for leave on the daily log and must obtain approval by the supervisor in writing on the daily log. The maximum time allowed shall not exceed ten (10) hours per week total for all Union representatives, unless the Sheriff, at his sole discretion, agrees to extend that period of time. The release time allowed under this Section shall only be for the time necessary for such representatives to perform their required duties.

Section 3.3 Union Conventions.

Union Representatives attending statewide conferences or conventions will be granted time off without pay to attend such meetings, unless it is disruptive to Sheriff's operations or scheduling. The employees shall provide the Employer with thirty (30) working days advance notice of such meetings, whenever possible. Subject to Employer approval, Union representatives attending statewide conferences or conventions shall be allowed to modify their schedule during that week so that their normally scheduled days off fall on days the representatives are attending the conference or convention.

Section 3.4 Other Time.

Representatives of the Union shall, with reasonable notice to the Employer, be permitted to transact official Union business at Employer work sites at all reasonable times, provided that this shall not interfere with nor interrupt normal Employer operations.

Section 3.5 Negotiations.

If negotiations occur during the employee's regularly scheduled work hours or if the employee's work hours are modified to accommodate the negotiating sessions, and adjusted to coincide with negotiating sessions, the hours in attendance at negotiating sessions during the employee's scheduled work hours will be paid for by the Employer. The Employer shall provide paid time for negotiating within the restrictions set forth in this section for no more than five (5) representatives from the bargaining unit to participate in negotiations for a successor to this Agreement. The Union may select one (1) alternate to serve in the absence of a bargaining unit

employee. An employee participating in negotiations outside the employee's regularly scheduled working hours or modified scheduled working hours as described above, will not earn or be entitled to overtime compensation for the time in attendance at negotiating sessions and the time attended will not be considered hours worked for purposes of computing overtime.

Section 3.6 Union Training.

The Employer shall provide Union Representatives two (2) unpaid days off during each year of this Agreement to attend training provided by the Union, unless it would be disruptive to Sheriff operations or scheduling. Employees shall provide the Employer with thirty (30) calendar days advanced notice of such training. If the employee desires to take paid leave during this time (vacation or compensatory time) the employee must submit the appropriate request for leave under the established administrative procedures.

Section 3.7 Bulletin Boards.

The Employer will provide two bulletin boards at a mutually agreed upon location to be used by the Union for posting of items of interest to the employees. Items posted may include:

- A. Notice of Union social affairs and meetings;
- B. Union appointments;
- C. Notice of Union elections and results;
- D. Reports of standing committees;
- E. Publications or rulings of the Union.

Notwithstanding the specific provisions of this Article, the Union agrees that the bulletin boards are the property of the Employer and shall be maintained by the Union in a manner that is consistent with the Employer's general policy regarding bulletin boards. The Union agrees not to post any items on the bulletin board that contains material that is discriminatory, defamatory, derogatory, profane, or obscene.

Section 3.8 Other Communications.

The Union is permitted to use the Employers' intra-office mail for the purpose of providing information pertaining to Union business to bargaining unit employees. The Union's use of the Employer's facilities will be reasonable and limited to providing information that is necessary for the normal conduct of Union business.

Section 3.9 Union Space.

The employer shall allow the Union to use employer's facilities to hold private meetings while representing its members. Union may maintain a lockable filing cabinet in the security suite

located at 373 S. High Street. Union's use of the employer's space is for the limited purpose of performing functions necessary for Union representatives to perform their required duties pursuant Section 3.2 of this Article.

Section 3.10 New Employee Orientation.

Each new employee in the bargaining unit will be introduced by a Supervisor to a Union Steward, determined by the Local President. That Union Steward will have up to thirty (30) minutes of paid time to confer with new employees as a group for the purpose of introduction to the Union. This orientation shall normally take place during the first week of training.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 4.1 Management Rights.

To assure that the Employer continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain efficient and responsive protection for the citizens of Franklin County, the Employer retains the right to determine its policies, procedures, and to manage its affairs in all respects. Except where otherwise specifically limited by this Agreement, the Employer retains all rights to manage its operation covered by this Agreement, including, but not limited to, the rights to:

- A. Determine the overall mission of the Employer as a governmental unit, and take actions to carry out that mission as a public employer and governmental unit;
- B. Determine the size and composition and adequacy of the Employer's work force, the organizational structure of the Employer and the methods by which operations are to be performed by employees;
- C. Manage the Employer's budget, including but not limited to the right, within the provisions of the Ohio Revised Code, to contract out or subcontract any work except as otherwise limited by this Agreement. The Employer will not contract or subcontract out bargaining unit work with the purpose of intentionally unlawfully undermining the integrity of the bargaining unit;
- D. Direct, supervise, evaluate, or hire employees;
- E. Maintain and improve the efficiency and effectiveness of governmental operations;
- F. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- G. Determine the nature, extent, type, quality and level of services to be provided to the public by employees and the manner in which those services will be provided;
- H. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials employees shall use;
- I. Develop job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting;
- J. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Employer to assure efficient operations;
- K. Establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to employees;
- L. Reprimand, suspend, remove, discharge or otherwise discipline employees for just cause;
- M. Lay-off, transfer, assign, schedule, promote or retain employees and take other personnel actions for non-disciplinary reasons in accordance with the relevant statutes, rules and regulations and this Agreement;
- N. Effectively manage the workforce;
- O. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology.

ARTICLE 5 NON-DISCRIMINATION

Section 5.1 Joint Pledge.

The Employer and Union shall not unlawfully discriminate against any bargaining unit employee premised upon race, color, religion, national origin, age, sex, ancestry, marital status, political association, sexual orientation, gender identity, U.S. military status as defined under the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA"), legally recognized physical or mental disability or union membership or activity.

Section 5.2 Gender.

The use of the masculine or feminine gender in references or titles in this contract shall be so construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

ARTICLE 6
LABOR – MANAGEMENT MEETINGS

Section 6.1 Meetings.

The Employer and Union agree to hold joint Labor-Management meetings on an as needed basis on a mutually agreeable day and time to discuss relevant issues pertaining to terms and conditions of employment limited by the other provisions of this Article. A request for a Labor-Management meeting from either the Employer or the Union shall not be unreasonably denied or delayed. Items for discussion may include, but are not limited to the following:

- A. Notification of the implementation of new rules or policies or modifications of rules or policies to be made by the Employer which will affect bargaining unit employees;
- B. Dissemination of general information of interest to the parties;
- C. Discussion of ways to improve efficiency, morale and professionalism;
- D. Consideration and discussion of health, equipment, training, and safety matters.

Labor-management meetings are not intended as negotiation sessions to alter or amend the basic agreement.

Section 6.2 Agenda.

In order that subjects may be adequately addressed, issues to be on the agenda for Labor-Management meetings are to be submitted to the other party in writing at least five (5) calendar days in advance of the meeting. Issues that are the subject of a pending grievance, once the grievance has been filed, are not to be addressed in Labor-Management meetings, unless there is mutual consent of the parties. Any mutually agreed to issues that change the language of this agreement shall be reduced to writing and signed by the parties.

Section 6.3 Attendance.

Attendance at Labor-Management meetings will normally be limited to: three (3) members of management; the Union President or designee; and two (2) bargaining unit employees, one (1) Facility Security Officer and one (1) Control Room Technician. Additional representatives for Management or for Labor may attend such meetings and shall provide prior notification of the intent to do so.

Bargaining unit employees representing the Union, as authorized by this Agreement, in Labor-Management meetings pursuant to Section 6.3 shall be given sufficient time without loss of pay or benefits to attend these meetings. An employee attending a meeting outside the employee's regularly scheduled working hours will not earn overtime compensation for the time in attendance at the meeting and the time attended will not be considered hours worked for purposes of computing overtime.

**ARTICLE 7
NO STRIKE – NO LOCKOUT**

Section 7.1 Strikes Prohibited.

The Union agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will call, authorize, participate, or engage in any strike, work stoppage or slowdown/withholding of services, as defined in O.R.C. §4117 during the term or extensions of this Agreement. Further, employees shall not participate in, promote, authorize, instigate, aid, condone or engage in any strike, unlawful picketing, boycott, sit in, stand in, work stoppage, slowdown/withholding of services, curtailment or restriction of production or interference or interruption of work or other interference with the Employer's business, including but not limited to a general strike, a slow down or other interference or interruption of work or the employer's business or operation during the term or extensions of this Agreement.

Section 7.2 No Lockout.

The Employer agrees not to lockout employees during the term or extensions of this Agreement.

Section 7.3 Discipline for Prohibited Conduct.

In the event that any employee or group of employees engages in any of the prohibited conduct described above in Section 7.1 during the term of this Agreement or any extensions thereto, the Employer has the exclusive right to discipline, up to and including discharge, any employee who engages or participates in such activities, subject to the grievance and arbitration procedure.

**ARTICLE 8
INTERNAL REVIEW PROCEDURES**

Section 8.1 Right to Representation.

Whenever management questions an employee, and the nature of the questioning presents a reasonable expectation of disciplinary action for that employee, that employee has the right to the presence of a Union representative for advice and assistance. In such event, the employee shall be provided a reasonable time to obtain Union representation. The Union representative shall be entitled to accompany the employee during the questioning, and shall be afforded the opportunity to privately consult with the employee during the questioning.

Section 8.2 Complaint Notification.

A bargaining unit employee under investigation, prior to any questioning, shall be advised of the nature and specifications of the alleged complaint, and will be given a brief synopsis of the facts surrounding the investigation.

Section 8.3 Conduct of Questioning.

Prior to questioning, an employee who is the subject of the questioning shall be advised of his Garrity rights; that the questioning is being done for administrative, internal department purposes only, and will not be used as part of a criminal investigation. When the employee is ordered by supervision to respond to the questioning, the employee can be disciplined for insubordination by refusing to obey the order to respond. Discipline may include punishment up to and including termination of employment.

An employee shall not be ordered to submit to a lie-detection examination unless the complainant against him takes a lie-detection examination and the results of the complainant's examination support the complaint against the accused employee. An employee ordered to submit to a lie detection examination shall be provided advance notification of at least twenty-four (24) hours of the date, time and place of such examination.

ARTICLE 9 CORRECTIVE ACTION

Section 9.1 Corrective Action for Cause.

The Employer will not discharge, suspend, or otherwise discipline non-probationary employees except for just cause. Probationary employees shall have no right to file or pursue a grievance under the Grievance and Arbitration Procedure for being disciplined or discharged by the Employer and shall have no right to a pre-disciplinary hearing, under any circumstances.

Section 9.2 Pre-disciplinary Hearings.

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

- A. Prior to any pre-disciplinary hearing, the charged employee shall receive from the employer a written statement of all charges and specifications. At pre-disciplinary hearings, charged employees shall be allowed representation by a union representative and be allowed to call witnesses material to the employee's defense.
- B. After an accused bargaining unit employee receives notice of charges and an opportunity to appear before a pre-disciplinary hearing officer, the employee and his attorney, when one is involved, or Union Representative shall be provided access to transcripts, records, written statements, video and audio tapes, and results of any lie detection examinations pertinent to the case. Such access will be provided only after written notice by the bargaining unit employee, his attorney or Union Representative to the Sheriff/Hearing Officer. Either party may record the hearing.

- C. A bargaining unit employee who is charged, his attorney or local union representative, may make a written or email request for a continuance. Except under unusual circumstance or unless by mutual agreement, only one continuance shall be granted not to exceed ten (10) calendar days.
- D. The Sheriff or Acting Sheriff/Hearing Officer will notify the affected bargaining unit employee of any charges or of any decision reached as a result of a pre-disciplinary hearing prior to any public statement or release.

Section 9.3 Progressive Action.

The principles of progressive disciplinary action may be followed with respect to offenses of misconduct. The progressive action may at least include a documented oral reprimand, written reprimand and/or suspension prior to termination, except in cases which require a more severe penalty to be imposed. Nothing herein shall preclude a Chief Deputy, the Sheriff or designee, from issuing a written reprimand based upon a review of reports submitted in the normal course of business.

Section 9.4 Appeal.

Disciplinary action, including removal from service, is appealable only through the grievance procedure, as outlined in Article 10 of this Agreement. Grievances may be filed for documented orals and written reprimands and will be processed through Step 2 but are not subject to arbitration. An employee who disagrees with an oral or written reprimand shall have the right to submit an IOC within fourteen (14) days of receipt of the Step 2 response. The IOC shall remain attached to such documented oral or written reprimand, and may be presented at any subsequent arbitration hearing in which the oral or written reprimand is presented by the Employer. Grievances filed in response to disciplinary suspension or removal will be filed at Step 2. Probationary removals are not subject to the grievance procedure. Disciplinary action and terminations cannot be appealed to the State Personnel Board of Review.

Section 9.5 Actions of Record.

All actions of record (reprimands, suspensions, reductions, and removals) will be permanently maintained in each bargaining unit employee's personnel file. In addition, the following provisions apply:

- A. In any case in which an action of record is disaffirmed by an arbitrator, or by a court of competent jurisdiction, or where a settlement agreement so requires, such actions of record shall not be considered by the employer in any future action. This resulting action shall be noted in the employee's personnel file.
- B. Documented oral reprimands shall not be considered for the purpose of imposing further discipline if nine (9) months have passed since the date of the reprimand,

- C. provided that the employee has had no further intervening disciplinary action of any sort imposed upon the employee during this period.
- D. Written reprimands shall not be considered for the purpose of imposing further discipline if twelve (12) months have passed since the date of the reprimand, provided that the employee has had no further intervening disciplinary action of any sort imposed upon the employee during this period.
- E. Suspensions of less than five (5) days shall not be considered for the purpose of imposing further discipline if two (2) years have passed since the date of the suspension, provided that the employee has had no further intervening disciplinary action of any sort imposed upon the employee during this period.
- F. Suspensions of five (5) or more days shall not be considered for the purpose of imposing further discipline if three (3) years have passed since the date of the suspension, provided that the employee has had no further intervening disciplinary action of any sort imposed upon the employee during this period.
- G. The time period for consideration of disciplinary records is to be extended by the amount of time that an employee is on leave without pay, absent without leave, on disability leave, and/or on disability retirement, if any.

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.1 Grievance Defined.

A grievance is any disagreement or dispute regarding the interpretation or application of a specific provision or provisions of this Agreement, which in turn reflects the parties' agreements relative to wages, hours, terms, or other conditions of employment.

Section 10.2 Written Grievances.

Disciplinary actions of oral or written reprimand taken by the Employer against any bargaining unit employee may be appealed to Steps 1 and 2 of the grievance procedure, but shall not be appealed to Step 3 (arbitration). A Grievance of lost time or termination shall be filed directly to Step 2.

In cases of oral or written reprimands, if an Employee disagrees, the employee may write a memorandum to the Employer explaining the position and the reason for disagreement(s) with the oral or written reprimand. The Employer shall attach the Employee's memorandum to the oral or written reprimand and keep both of them in the Employee's file.

Section 10.3 Representation.

A grievance may be initiated by the Union representative or an aggrieved bargaining unit employee. When a group of employees desire to file a grievance involving each employee of the group in a substantially similar manner, the Union representative or the designated representative of the affected group of employees shall sign the grievance on behalf of the group, and the Employer and the Union will process the grievance as a group. Normally, in addition to the Union representative or Union officer only one designated representative of the employees of the group will be present at the Step meetings. Circumstances may require more than one representative on occasion.

Section 10.4 Grievance Documentation.

All grievances must be in writing, must substantially contain the following information (to the extent it is known) to be considered, and must be filed using the grievance form mutually agreed upon by the parties.

- A. Aggrieved employee's name and signature, except when a class action grievance is filed. A class action grievance must be signed by a union representative on behalf of the grievants.
- B. Date, approximate time, and location of incident that gave rise to the grievance.
- C. Date that the issue giving rise to the grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
- D. Date the grievance form was completed.
- E. A description of the incident giving rise to the grievance.
- F. Specific section(s) of the Agreement violated, if known.
- G. Desired remedy to resolve the grievance.

Section 10.5 Timeliness.

All grievances must be presented in writing at the appropriate commencement step within fourteen (14) calendar days of the occurrence which gave rise to the grievance or the date the grievant knew or should have known of the occurrence, whichever is later. If a grievance is not presented within the initial filing period or the time period for appealing the grievance to the next step, the Employer may take the position that the grievance was untimely filed or appealed and maintain that position throughout the processing of the grievance under this Article. Any employee or the Union may withdraw a grievance at any point by submitting a statement in writing to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by management within the stipulated time limits may be advanced by the Union or the employee to the next step in the grievance procedure. All time

limits on grievances set forth in Article 10 may be extended or waived upon mutual written consent of the parties.

Section 10.6 Time Off for Step 1, 2, and 3 Meetings.

The grievant and steward, if applicable, shall be allowed time off from regular duties with pay for attendance at Step 1, Step 2, and Step 3 grievance meetings. In the event that more than one grievant is involved, the Union president or his or her designee and a Union or designated representative shall represent all grievants at the Step 1, Step 2, or Step 3 grievance meetings. However, if, in the Union's judgment, it would be advisable to also have one or more grievants as representatives of all the grievants, it may do so. If meetings occur outside an employee's regularly scheduled work hours, attendance at the Step meeting will not be considered hours worked for purposes of computing overtime. An employee attending a grievance meeting or arbitration proceeding outside the employee's regularly scheduled working hours will not earn overtime compensation or compensatory time for the time in attendance at the meeting and the time attended will not be considered hours worked for purposes of computing overtime, unless such attendance is required by the employer.

Section 10.7 Grievance Procedure.

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

A. Step 1. Chief Deputy

In order for a grievance to receive consideration under this procedure, the grievance must be submitted in writing to the Sheriff's Office Human Resources office within fourteen (14) calendar days of the occurrence that gave rise to the grievance or date when the grievant knew or should have known of the occurrence, whichever comes later. The grievance will be sent to the Chief Deputy who will schedule a grievance meeting within ten (10) days of the date the grievance was filed with Human Resources. The Chief Deputy shall provide the Union with a response in writing within seven (7) calendar days following the date the grievance meeting was scheduled. If the Chief Deputy fails to provide a written response as required, the grievance may be advanced to the next Step by the Union within seven (7) calendar days of the date that the Step 1 answer was due.

B. Step 2. Sheriff

If the grievance is not resolved at Step 1 the grievant with the appropriate Union representative, if applicable, shall notify the Sheriff's Office Human Resources office in writing of its desire to process the grievance to Step 2 within seven (7) calendar days of the date the Chief Deputy provided the response. The Sheriff or designee shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his or her representative, if applicable, unless the meeting is waived by mutual agreement.

The Sheriff or designee shall provide the Union with a response in writing, within seven (7) calendar days following the meeting date. If the Sheriff or designee fails to provide a written response as required, the grievance may be advanced to the next Step by the Union within seven (7) calendar days of the date that the Step 2 answer was due.

C. Step 3. Arbitration

If the grievance is not resolved at Step 2, the grievant, with the Union representative, may refer the grievance to arbitration within seven (7) calendar days of the date the grievance response was received from the Sheriff or designee.

Section 10.8 Selection of Arbitrator.

The Union may advance the grievance to arbitration upon written notice to the Employer should the Union maintain that the grievance has not been satisfactorily resolved at Step 2. Notice of intent to arbitrate must be submitted within seven (7) calendar days after receiving the Step 2 response or seven (7) calendar days after the Step 2 response from the Sheriff's Office was due.

In the event the grievance is not referred to arbitration by the Union within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 response. The party seeking arbitration shall submit a request for a panel of arbitrators to the Federal Mediation and Conciliation Service (FMCS) within thirty (30) calendar days following service of the request for arbitration seeking one (1) list of nine (9) impartial arbitrators who are members of the National Academy of Arbitrators from the FMCS under the normal procedure. Upon receipt of the list of arbitrators, the parties shall use the alternate strike method from the list of arbitrators. The right to strike the first name shall be determined by a coin toss. After the first strike the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list, one time each.

Section 10.9 Authority and Responsibility of Arbitrator.

The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to make closing arguments and/or submit post-hearing briefs. The arbitrator shall issue a written document setting forth his or her decision and rationale in support of said decision within sixty (60) calendar days of the closing of the record. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator's decision shall be final and binding upon both parties.

Section 10.10 No Department of Administrative Services.

The Employer and the Union agree that for purposes of this Agreement, it is understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as related to matters covered by this Agreement, and any other post-employment matters pertaining to wages, hours, terms or conditions of employment, including, but not limited to, involuntary disability separation. Employees in the bargaining unit cannot pursue rights pursuant to the State Personnel Board of Review.

Section 10.11 Costs.

The fees and expenses of the arbitrator and the rent, if any, for the hearing room shall be shared equally by the Employer and the Union. The costs of any proofs produced at the direction of an arbitrator and the expenses of any non-employee witnesses, if any, shall be paid by the party offering said proofs or calling said witnesses. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. Any affected bargaining unit employees in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the employee's scheduled work hours. Cancellation charges shall be paid by the party requesting a cancellation unless the parties mutually agree to split the charges.

Section 10.12

All time limits relating to arbitration as specified in this article may be extended or waived upon mutual consent of the parties.

**ARTICLE 11
SENIORITY**

Section 11.1 Seniority.

Seniority shall be defined as an employee's length of continuous service with the Employer, in the employee's classification at the ratification of this Agreement. The Employer and the Union agree that the lists attached to this Agreement as Exhibit A and Exhibit B shall be the designated seniority lists for the Facility Security Officers (FSO) and Control Room Technicians (CRO) employed by the Employer at the ratification of this Agreement.

Section 11.2 Tie Breaker.

For employees hired by the Employer after the ratification of this Agreement, in the event two or more employees have the same hire date, the last four digits of the employee's social security number shall be the deciding factor. The employee with the lowest social security number shall be the most senior employee and employees with a higher social security number will be progressively less senior.

Section 11.3 Seniority List.

The Employer shall provide the Local Union President with a copy of an updated seniority list during January of each year. The seniority list shall contain, in order of seniority, the name, title, and seniority date of each employee. The Employer shall also provide the Union the name, address and date of hire of any new employees hired by the Employer during the effectiveness of this Agreement within thirty (30) calendar days from the date of hire of the new employee.

ARTICLE 12 LAYOFF AND RECALL

Section 12.1 Notification.

When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the Union at least twenty-one (21) calendar days in advance of the layoff or job abolishment, of the classifications and number of employees affected unless a shorter notice period is reasonably required under the circumstances. An employee being laid off shall be given at least fourteen (14) calendar days advance notice of the layoff.

The Employer shall, at the Union's request, meet with the Union to explain the reason for the layoff.

Section 12.2 Layoff.

Employees will be laid off in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 12.3 Recall List.

Employees who are being laid off shall be placed on a recall list for a period of twenty-four (24) months. The most senior employee(s) on the recall list shall be recalled first.

Section 12.4 Recall Notification.

The Employer shall provide notice of recall to the affected employees at the employee's last known telephone number and address. It shall be the responsibility of each employee to keep the Employer informed of the employee's current residence or mailing address and telephone number, by sending notification, in writing, to the Sheriff or designee.

Section 12.5 Recall Procedure.

Notice of recall shall be implemented in the following manner. An employee on layoff will be given ten (10) calendar days' notice of recall from the date the employee receives the recall notice by certified mail or fifteen (15) calendar days' notice from the date the Employer mails

the recall notice by certified mail, whichever notice period is shorter. Employees must notify the Sheriff or designee, in writing, within the applicable ten (10) or fifteen (15) calendar day notice period of their acceptance or rejection of the offer of recall. Failure to notify the Sheriff or designee, in writing, within the ten (10) or fifteen (15) calendar day notice period, whichever is first, shall constitute a rejection of recall. Rejection of recall shall forfeit all recall rights and result in immediate termination of seniority and employment and no further offer of employment shall be made. Copies of any notices sent under this section will be sent to the Union at the same time.

ARTICLE 13 RECORDS AND PERSONNEL FILES

Section 13.1 Performance Evaluations.

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

Section 13.2 Review of Personnel File.

An employee shall be allowed to review, during the employee's non-working hours, the employee's personnel file after providing a written request to the Sheriff or designee. This review will take place during normal business hours and work days of the personnel office. As referred to in this Article, the "personnel file" shall consist of personnel records maintained by the Sheriff. Upon request, an employee shall receive on an annual basis up to ten (10) pages of the employee's personnel file without cost to the employee. After receipt of ten (10) pages of the employee's personnel file, if the employee requests a copy of any other documents from the personnel file, the employee shall be charged for each document requested at the applicable rate charged for public records request.

Section 13.3 Inaccurate Documents.

Upon examining the personnel file, if an employee has reason to believe that there are inaccuracies in those documents, the employee may submit an explanation of the alleged inaccuracies in writing to the Employer. Said written explanation will be placed in the employee's personnel file.

ARTICLE 14 PROBATIONARY PERIOD

Section 14.1 Probationary Period.

All newly hired employees shall be required to successfully complete a one hundred twenty (120) calendar day probationary period. Such probationary period shall start on the first day the employee receives compensation from the Employer.

The Employer, with the agreement of the Union and the affected employee, may extend the probationary period no more than thirty (30) additional calendar days. A newly hired probationary employee may be suspended, terminated or otherwise disciplined any time during the probationary period and shall have no recourse over such termination, suspension or other disciplinary action to the grievance or arbitration procedure contained herein or to the Ohio Personnel Board of Review.

ARTICLE 15 VACANCIES

Section 15.1 Vacancies.

A vacancy occurs when a newly created position is to be filled or an opening results from a transfer, termination, resignation or promotion. Whenever the Employer determines that a vacancy exists within the bargaining unit, a notice of such vacancy shall be posted for a period of eight (8) calendar days, indicating the existence of the vacancy.

Section 15.2 Applications for Posted Vacancies.

- A. Interested full time and regular part-time employees in the classification of the posted vacancy may bid for the vacancy. Employees who wish to bid for a vacancy shall deliver their request by e-mail (shrfbltn@franklincountyohio.gov) to the Employer's Human Resources office. The Employer will not consider bids filed after the posting deadline date. If an employee refuses a transfer or accepts a transfer to a vacancy, the employee will lose the right to request a transfer for six (6) months. Further, the Employer will not transfer an employee to another shift for six (6) months from the date of the transfer, unless operational needs dictate.
- B. Employees not in the classification of a posted vacancy (i.e., Control Room Technician or Facility Security Officer) may bid for a posted vacancy covered under this bargaining agreement. Employees of the bargaining unit, not in the classification of the posted vacancy, will be considered for filling the posted vacancy before hiring an outside candidate. If two or more employees in the bargaining unit not in the classification of such posted vacancy bid for a position, selection shall be made considering the following factors: operational

- C. needs of the office, work experience, education, special requirements (if any), seniority and work performance.

Section 15.3 Selection.

All qualified applicants who have timely submitted their bids in accordance with 15.2(A) will be considered and selection will be made based on seniority. However, employees with active suspensions will not be considered for selection. Employees who change classifications under 15.2(B) are subject to a new probationary period of ninety (90) days starting on the first day they receive compensation in their new classification. An employee who does not satisfactorily complete the new probationary period shall be returned to the classification previously held without loss of seniority. The employee will be returned if the failure to complete the new probationary period is for reasons related to performance of the duties and responsibilities of the new classification and not due to misconduct by the employee. An employee who wishes to return to his or her previous classification will be returned to the employee's previous classification without loss of seniority.

Section 15.4 Exclusion of Other Positions.

The provisions and procedures under this Article shall not govern promotions into supervisory, managerial or other positions not specifically covered by this Agreement.

ARTICLE 16 WORK RULES

Section 16.1 Written Rules.

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

Section 16.2 Copy Provided.

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

Section 16.3 Applications.

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

ARTICLE 17 HOURS OF WORK AND OVERTIME

Section 17.1 Work Day.

The normal workday will be eight (8) hours in a five day week or ten (10) hours in a four day week. This is neither a guarantee of hours of work, nor does it limit the Employer's right to modify or reduce the workday at any time.

Section 17.2 Workweek.

Forty (40) hours shall be the standard workweek for all employees covered by this agreement. The normal work week shall consist of four (4) ten (10) hour or five (5) eight (8) hour consecutive workdays. This is neither a guarantee of hours of work, nor does it limit the Employer's right to modify or reduce the workweek at any time. Exceptions to consecutive workdays may be necessary.

Section 17.3 Overtime.

Any hours in paid status in excess of forty (40) hours in a work week shall be considered overtime. An employee must receive approval from the employee's authorized administrative authority prior to working overtime. Employees will be compensated at the rate of one and one-half (1½) times the regular rate of pay for all overtime hours worked.

Section 17.4 Compensatory Time.

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

Section 17.5 Overtime restrictions.

Employees cannot volunteer for or work double shifts or overtime opportunities that will result in more than twelve (12) consecutive hours on the job, except in unforeseen, exigent circumstances as determined by the Sheriff.

Section 17.6 Overtime scheduling.

Prescheduled overtime will be posted each Monday for the following week in the Control Room at 369 S. High Street, by a shift supervisor. First shift overtime will be posted by 8 a.m., Second shift will be posted by 4 p.m. and Third shift will be posted by 11:30 p.m. Overtime will be awarded on a first-come, first served basis according to the posted list.

Employees must sign their own name on the posting; no one may be put on the posting by proxy. Should the overtime be canceled, no bumping rights will exist based on seniority. Mandatory overtime resulting from a lack of volunteers shall be filled through reverse seniority. Once the employee works a mandatory overtime assignment, they will move to the bottom of the list and not be required to work mandatory overtime until the list is exhausted. Inability to work a pre-scheduled overtime assignment due to illness or death in the family will not require the employee be charged such absence against sick leave.

17.7 Court Time.

Employees who are required to make job-related court appearances during off-duty hours shall be paid at time and one-half (1½) the employee's applicable rate of pay, under the circumstances as described in 17.3, above. The employee shall be paid a minimum of three (3) hours at employee's applicable rate of pay when the employee reports for a court appearance during off-duty hours; however, an employee who is on approved leave when the court appearance coincides with their regular duty hours does not qualify for the three (3) hours minimum pay. Court time does not apply to court appearances for personal matters or for matters not required by the employee's duties as a Franklin County Sheriff's Office Control Room Technician or Facility Security Officer.

The employee is required to obtain a signed record from the courts to document the time spent on jury duty. Upon receipt of payment for jury service during regular working hours, the employee shall send such funds to the FCSO Finance office through the chain of command. An employee on jury duty leave who is normally assigned to the second or third shift in a twenty-four (24) hour continuous operation shall be assigned to the first shift, Monday through Friday, for the duration of his/her jury duty.

Upon receipt of a subpoena or summons to jury duty the employee shall contact their supervisor and complete a Request for Leave (RFL) corresponding to the dates for which court leave and/or jury duty is necessary. A copy of the supporting documentation shall be attached to the RFL. Employees are released from work for the time necessary to attend non-personal court appearances. Upon completing court duty, the employee must return to work if more than one (1) hour is remaining on the employee's tour of duty. Documentation from the court regarding their release time is required.

ARTICLE 18 WAGES

Section 18.1 Base Wage Percentage Increases.

Upon ratification of this Agreement by the Union, and upon approval of this Agreement by the Franklin County Commissioners, each bargaining unit employee will receive a two percent (2.0%) increase retroactive to the first pay period in January of 2015. Effective the first full pay period in January 2016, each bargaining unit employee will receive a two percent (2%) increase. Effective the first full pay period in January 2017, each bargaining unit employee will receive a two (2%) increase.

Each bargaining unit member shall receive a one-time lump sum payment of five hundred dollars (\$500.00) that will be applied to the employee's base wage rate of pay retroactive to the first pay period in January 2015.

Section 18.2 Shift Differential.

A. Shift Differential Pay Rate. Shift differential is hereby established as sixty-five cents (\$0.65) per hour.

B. Eligibility. Shift differential pay shall be provided for any eight (8) hour workday for which the majority of hours occur after 3:00 p.m. and prior to 7:00 a.m. In the event a bargaining unit member is assigned temporarily to a shift where shift differential is applicable that member shall receive shift differential for those hours worked as described above.

C. Method of Payment. Shift differential pay shall be paid only for actual hours worked. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this Article, and authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstances.

Section 18.3 Service Credit.

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

\$375.00 for 5 years of service

\$75.00 for each additional year of service

For purposes of this article, employees will be eligible for service credit payment based on service attained as of November 30 of each calendar year. The amount of service time considered for the service credit identified in this Section shall be calculated according to the amount of time an employee has been employed by the Franklin County Board of Commissioners or the Franklin

County Sheriff's Office in the job classification(s) of Court Security Officer, Control Room Technician, Facility Security Officer, and/or any other classification identified in the recognition clause applicable to this bargaining unit. Non-continuous service time in the above-identified job classifications will be included in the service credit calculation.

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

ARTICLE 19 HOLIDAYS

Section 19.1 Paid holidays.

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

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

Section 19.2 Holidays Falling on Weekend or Days Off.

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

Section 19.3 Celebrating Holidays.

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

Section 19.4 Holiday Pay.

When an employee works a day celebrated as a holiday, the employee shall be paid the rate of time and one-half (1 ½) his or her regular rate of pay, and said compensation shall be in addition to the regular holiday pay. For all time worked in excess of eight (8) hours on such holiday, the rate of compensation shall be two and one-half (2 ½) times the applicable rate of pay. An employee in an unpaid status for any part of the day preceding or the day following the day celebrated as a holiday will not receive holiday pay unless the employee works the holiday.

Upon submission of a written request to the supervisor no later than seventy-two (72) hours in advance of a holiday, an employee may request approval to take another day during the same pay period as the employee's holiday. If the change does not result in an additional cost to the employer at the time of the written approval by the uniformed supervisor, the employee may celebrate his or her holiday on the day requested rather than the day scheduled in Section 19.1. Such written request may not be approved if submitted more than three (3) weeks in advance of the holiday being addressed.

Section 19.5 Personal Leave.

Members shall be credited twenty-four (24) hours of personal leave each year beginning the first day of the member's base pay period. Requests to use personal leave shall be submitted for approval on a form designated by the Sheriff at least forty-eight (48) hours in advance of the request date, except in the case of an emergency. Members may use personal leave for absence due to any matter of a personal nature. Further, bargaining unit members, who have an accumulated sick leave balance of one hundred twenty (120) or more hours as of the last full pay period of the calendar year, will be entitled, at their option, to convert twenty (20) hours of previously earned sick leave to sixteen (16) hours of personal leave. If this conversion option is exercised by the member, such conversion shall be declared by the member prior to January 31st of the calendar year. Part-time employees who regularly work less than forty (40) hours per pay period shall not be credited with personal leave.

When personal leave is used, it shall be deducted from the unused balance of the member's personal leave in one-quarter (1/4) hour increments. Compensation for such leave shall be equal to the member's base rate of pay.

Employees hired after June 30th of each year may carry forward up to eight (8) hours of personal leave from their first partial year of employment to the next year. The maximum possible accrual in this instance is forty (40) hours. No other carry forward of personal leave from year to year is permitted.

Employees who separate from service and have used personal leave during the year shall receive a reduction of personal leave credit of .615 of an hour for each pay period following the date of separation until the pay period preceding the next base pay period. If the reduction results in a number of hours less than zero, the cash equivalent value of such number of hours shall be deducted from any compensation that remains credited to the employee. Conversion to cash of unused personal leave shall not be permitted upon separation from service with the Employer.

19.6 Holiday Scheduling.

- A. The number of employees required to work on a holiday shall be kept to the minimum number required to provide adequate security as determined by the Sheriff.
- B. Employees will be scheduled to work holidays on a voluntary basis in order of seniority on a continuing rotating basis so that once an employee is awarded a holiday assignment, the same employee will be placed on the bottom of the holiday overtime list until the list has been exhausted. In the event that no employees or an insufficient number of employees volunteer to work, the holiday shall be assigned to non-probationary employees in inverse order of seniority on a continuing rotating basis so that once an employee is mandated to work on a day celebrated as a holiday the same employee shall not be mandated to work on another day celebrated as a holiday until all other employees on the same seniority list have been mandated to work on a day celebrated as a holiday. New employees shall be placed on the bottom of the holiday mandated rotation list based on their seniority thereby requiring the new employees to be the next employees mandated to work on a day celebrated as a holiday.
- C. Where there are more employees that volunteer to work on a holiday than the number of posts required to work as determined by management, the available posts will be awarded based upon seniority, on a rotating basis.
- D. A holiday schedule shall be posted at least four (4) weeks in advance of the holiday. The schedule shall remain posted for one week to allow employees to sign up to work. The Sheriff, or designee, shall post the completed schedule as soon as possible, but not later than seven (7) days after the posting has been taken down.

ARTICLE 20 VACATION LEAVE

Section 20.1 Vacation Accrual.

Vacation leave is accrued by employees based upon the number of years of service with the Franklin County Sheriff's Office and other Franklin County Agencies or Departments. Employees shall have prior service with the Sheriff and other Franklin County Departments counted for the purpose of computing vacation leave entitlement. The service does not need to be continuous. Prior service with Franklin County Public Facilities Management

("PFM") Agency will be calculated based on their seniority as computed in the PFM records.

Section 20.2 Accrual Schedule.

All full-time employees shall be entitled to accrue annual vacation leave according to the following schedule:

Years of Service	Annual Accrual Hours (working days)	Biweekly pay accrual rate
Less than one year of service	No vacation leave (0)	0
1 year but less than 5 years	80 hours (10)	3.1
5 years but less than 10 years	120 hours (15)	4.6
10 years but less than 15 years	160 hours (20)	6.2
15 years but less than 20 years	180 hours (22.5)	6.9
20 years or more	200 hours (25)	7.7

Accrual is earned by service in paid status each pay period. Service in paid status beyond eighty (80) hours in a pay period will not result in additional vacation leave accrual. Vacation leave may be accrued up to, but not beyond three (3) times the employee's maximum annual accrual.

Section 20.3 Scheduling Vacation Leave.

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

Section 20.4 Vacation Leave Payout.

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

Section 20.5 Separation Payout.

After one year of employment, upon separation of employment for any reason, payment for accrued but unused vacation leave and compensatory time shall be made at the employee's applicable rate of pay at the time of separation.

Section 20.6 Vacation Incentive for Non-Use of Sick Leave

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

Section 20.7 Survivor Benefit.

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

Section 20.8 Substitution of Vacation Leave for Sick Leave.

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

ARTICLE 21 SICK LEAVE

Section 21.1 Sick Leave Entitlement and Accrual.

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

- A. Employees shall earn sick leave at the rate of 4.6 hours for eighty (80) or more hours while on active pay status in any pay period. The time credit is strictly proportionate to the hours in paid status in each pay period up to the 4.6 hour limitation for any pay period. Sick leave is available for use under established qualifications up to the amount documented as accrued on the employee's most recently issued pay stub.

- B. Employees may elect, at the time of retirement or resignation from active service with the Sheriff, and with at least eight (8) but less than eighteen (18) years of service with the Sheriff, the State, or any political subdivisions or any combinations thereof, to be paid in cash for all, or a designated part, of their accrued but unused sick leave credit, paid at twenty-five percent (25%) of the employee's base rate of pay.
- C. Employees with eighteen (18) or more years of service with the Sheriff, the State, any political subdivision, or any combination thereof, and with accumulated sick balance, may elect, at the time of resignation or retirement from active service with the Sheriff, to be paid in cash for all, or a designated part, of their accrued but unused sick leave credit, paid at fifty percent (50%) of the employee's base rate of pay.
- D. A member with twenty (20) or more years of continuous service with the Sheriff's Office may elect to be paid a one (1) time payment of up to one-half (1/2) the member's accrued sick leave balance, not to exceed one thousand (1,000) hours. Accrued sick leave payout shall be paid only once to any member. This payment shall be paid at fifty percent (50%) of the member's hourly based rate of pay at the time that the request is approved. The remaining sick leave balance shall be available for the member's use or paid in accordance with B or C above.
- E. Sick payment shall be based on the employee's applicable rate of pay at the time of retirement, resignation or death, and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.
- F. Such accrued sick leave pay out shall be made only once to any employee.
- G. If an employee with such prior service has received a payout from his or her previous public employer for accrued but unused sick leave hours, no sick leave credit will be given to the employee by the Sheriff for such prior service.
- H. If an employee of the Sheriff dies while in active pay status, any accrued sick leave due his or her credit shall be paid to the surviving spouse or domestic partner or secondly the estate of the member. Such payment shall be computed as specified above.

Section 21.2 Uses of Sick Leave.

Sick leave shall be granted to an employee only upon approval of the Sheriff and for the following reasons:

- A. Illness or injury of the bargaining unit employee or a member of his immediate family. (In case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified.)
- B. Medical, dental, or optical examination or treatment of a bargaining unit employee or a member of his immediate family.

- C. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the bargaining unit employee or when, through exposure to a contagious disease, the presence of the bargaining unit employee at his job would jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto.
- E. Bereavement leave may be supplemented with sick leave upon the death of a parent, child, spouse, domestic partner, domestic partner's child or sibling. Two days of sick leave may be used to supplement bereavement leave when an employee attends an out-of-state funeral of any family member.
- F. Immediate family for purposes of sick leave use shall be defined to include spouse, domestic partner, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, child of domestic partner, legal guardian or person who stands in the place of a parent (in loco parentis), and any current step children of the employee.

Section 21.3 Bereavement Leave.

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

Section 21.4 Sick Leave Charge.

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

Section 21.5 Sick Leave Eligibility.

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

Section 21.6 Sick Leave Abuse.

Except for FMLA qualifying leave, an employee who is in an unpaid status because his or her sick leave balance has expired may be considered as being in sick leave abuse status and is subject to disciplinary action.

Section 21.7 Marking off Sick on a Holiday.

When an employee scheduled to work on an observed holiday marks off sick, such mark off shall be considered a sick mark off.

Section 21.8 Medical Documentation.

Each employee is allowed three separate personal sick mark offs and three separate family sick mark offs, if applicable, per year without submitting supporting medical documentation. Upon return to work from each subsequent sick mark off, employees must provide their supervisor a signed medical professional's document justifying the reason for the mark off. Failure to submit this documentation will result in the person being marked leave without pay for each day the employee was absent from work. This documentation is not required to justify an absence on a day in which the employee departs work because of illness, unless there is reason to believe sick leave is being abused.

Section 21.9 Leave Donation Program.

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

- A. Definition. A serious illness or injury is one that is life threatening, generally requires surgery, has a prolonged recovery period, involves multiple serious injuries, or serious mental illness.
- B. Donation. A member's eligibility for donations from the Leave Donation Program is to be established by a four-member Leave Bank committee composed of the Sheriff, or his designee, the Director of Administrative Services, and two (2) Sheriff's employees covered by this agreement recommended by the Union President, or his or her designee. Qualifications for donation established by the Committee shall include the following provisions:
 - 1. Leave may be donated upon call of the Committee. The Committee shall call for donations when an employee's request for use is approved or when necessary to maintain a sufficient balance of hours for an employee who is using the Program.

2. Employees donating time shall do so in increments of four (4) hours on a form supplied by the Human Resources Office.
3. Once time is donated to the Leave Donation Program, the donation is irrevocable and shall not be re-credited to the donating employee unless used by the employee as a result of his or her participation in the Leave Donation Program.

C. Application. To qualify for leave donation:

1. An employee shall direct a written request for use to the Director of Administrative Services. The employee shall describe the circumstances of the serious illness or injury prompting the request.
2. The applicant may be required by the Committee to have the attending physician(s) submit a letter to assist the Committee in its consideration of the request.

D. Qualification.

1. Prior to convening the committee, an applicant's past record of sick time usage will be reviewed. Any past record of such time abuse shall result in the denial of the application without need to convene the committee.
2. The Committee shall review the request to determine if the illness or injury qualifies as being serious and meets all other qualifications. The Committee, by majority vote, shall, after investigation of the request, decide whether an employee's application shall be approved and shall specify a maximum number of hours authorized for use by the employee, not to exceed two thousand eighty (2,080) hours, if such hours are available from the Program. The Sheriff reserves the right to break any tie vote of the committee as to approval of an employee's application. The Committee's decision shall be final and binding, with no appeal therefrom to the grievance procedure.

E. An employee using the Program shall return to duty as soon as the medical condition justifying the use allows his or her return to duty. Failure to do so shall cause the Leave Bank Donations to cease.

F. If an employee does not use the total number of hours authorized for use, any unused hours shall be transferred back to the Program Bank.

G. If an employee who has received donated leave does not use any donated leave for a period of sixty (60) days, such unused donated leave shall be transferred back to the Program.

H. For purposes of this Section only, immediate family is defined as an employee's parent, spouse, domestic partner, child, domestic partner's child, sibling or person who stands in place of a parent (*in loco parentis*).

ARTICLE 22 MILITARY LEAVE

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

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

ARTICLE 23 UNIFORMS

Section 23.1 Issued Items.

The Employer shall furnish to all bargaining unit members the following listed authorized items, at no cost to the Employee, within ninety (90) days after the ratification of this Agreement for current Employees. For new hires after the ratification of this Agreement, the Employer shall provide at least two shirts and two pair of pants within two (2) weeks after the hire date and the remaining items listed below within (2) weeks after completion of the probationary period.

Facility Security Officers:

- A. 5 shirts- long-sleeved
- B. 5 shirts – short sleeved
- C. 5 pants (year round)
- D. 1 pair of boots
- E. 1 tie

- F. 1 Sweater
- G. 1 multi-seasonal coat
- H. 1 inner belt
- I. 1 outer belt
- J. 1 set collar brass
- K. 1 walkie holder
- L. 1 glove holder
- M. 1 Personal Flashlight (mini-mag quality) and holder

Control Room Technicians:

- A. 5 long-sleeved Polo shirts
- B. 5 short-sleeved Polo shirts
- C. 5 pants (year round)
- D. 1 inner belt
- E. 1 pair of boots
- F. 1 multi-seasonal coat

Section 23.2 Uniform Replacement.

Employees shall be entitled to a maximum issue of eight (8) items per year of either boots, shirts or pants in any combination as identified in Section 23.1 of this Article. The employee will be able to order the eight (8) items directly with the vendor of the Employer's choice. All orders must be placed between January 1st and September 30th of each year. The remaining items contained in Section 23.1 shall only be replaced based upon the reasonable wear and tear of the item as approved by the employee's chain of command who shall review the item to be replaced prior to granting approval. The remaining items being replaced must be turned in to the Employer in exchange for the new item.

Section 23.3 Pregnancy Accommodation.

In the event of pregnancy, the Employer will provide the employee the appropriate maternity uniforms. If the Employer is unable to obtain the maternity uniforms through its existing suppliers, the Employer will reimburse the employee at the cost equivalent to the regular uniforms the Employer would pay under its supply Agreement.

Section 23.4 Personal Items.

The Employer shall reimburse employees for loss or damage to the employee's personal accessories and equipment as follows:

- A. When there is sufficient evidence to show that said loss or damage occurred in conjunction with an incident, as documented in an incident report, and during work hours while acting in the line of duty or engaged in the official business of the Employer. Any such loss or damage shall be reported to the employee's immediate supervisor on an incident report within twenty-four (24) hours from the date of loss or damage. The

Sheriff or designee shall make the determination as to whether there is sufficient evidence establishing that the loss occurred in an incident during work hours. No reimbursement will be made when the loss or damage was the result of the employee's own negligence or misconduct.

- B. The monetary figures for reimbursement shall be determined by either the replacement cost or repair cost documented by a receipt, whichever is less, as determined by the Sheriff or designee, but in no instance shall the reimbursement exceed \$50.00 per item. When the replacement cost or repair cost documented by a receipt, whichever is less, exceeds \$50.00 for eyeglasses or other medically needed items or items reasonably needed for job performance, the Sheriff or designee has sole discretion to authorize a reasonable amount for reimbursement above fifty dollars (\$50.00).

Section 23.5 Personal Protective Vest.

Pursuant to this article all facility security officers are afforded issuance of body armor upon initial employment and every 60 months thereafter. Employees who decide to waive the wearing of a protective vest while on duty must sign a Waiver and Release form. The signed Waiver and Release form will be maintained in the individual's training file.

However, once the employee elects to wear the protective vest and a protective vest has been purchased, the employee is required to wear it on duty.

Vests must be returned to the Sheriff's Office at the end of their useful lives.

Section 23.6 Return upon Termination.

Upon termination, employees shall return all issued uniform items, accessories and equipment to the Employer.

ARTICLE 24 HEALTH INSURANCE

Section 24.1

The Union agrees to accept the County's medical benefits plan provided to other employees under the direct auspices of the Franklin County Board of Commissioners during the term of this Contract, in a manner consistent with other provisions of this Article. Any changes implemented in the overall County plan design will be discussed prior to implementation with the Joint Benefits Committee, of which the Teamsters Local 284 is a member.

Section 24.2

Effective January 1, 2016 through March 31, 2016, employees will pay \$110.00 per month for "Tier 1" coverage (employee plus children) and \$225.00 per month for "Tier 2" coverage (employee plus children, spouse or domestic partner). This represents approximately a 12%

contribution of the total health insurance premium amount by the employee and an approximately 88% contribution by the Employer. Effective April 1, 2016, employees will continue to pay approximately 12% of the health insurance premium and the Employer will continue to pay approximately 88%.

Section 24.3

Employees who work less than thirty (30) hours per week on a regular basis will not be eligible for health insurance benefits.

Section 24.4

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

Section 24.5

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

**ARTICLE 25
DURATION OF AGREEMENT**

Except as otherwise provided in this Agreement, this Agreement shall be effective upon ratification by the Union and approval by the Franklin County Commissioners, and will remain in full force and effective through December 31, 2017.

SIGNATURE PAGE

FOR FRANKLIN COUNTY
SHERIFF'S OFFICE

FOR TEAMSTERS Local No. 284:



Sheriff Zach Scott
Franklin County Sheriff



Paul Suffoletto
President



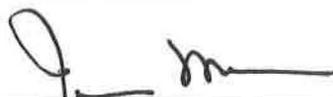
Don Mann



Ryan Wilson



William Abrams



Jim Moran

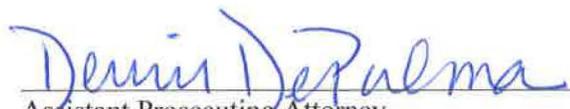


Mike Swain



Ron Adams

Approved as to form:



Assistant Prosecuting Attorney
Franklin County

Exhibit A

	<u>First Name</u>	<u>Last Name</u>	<u>Classification</u>	<u>Assignment</u>	<u>Hire Date</u>	<u>Rank Date</u>	<u>Last 4</u>
1	CHARLES	CANTERBURY	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	7/3/2000	
2	JOEL	MILLER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	2/12/2001	
3	ROGER	CLARK	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	7/2/2001	
4	JANET	PORTER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	7/16/2001	
5	STEVE	THOMAS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	2/4/2002	
6	ROY	BERENS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	6/3/2002	
7	JOSEPH	OTCHY	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	6/3/2002	
8	RANDY	SIMMONS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	11/24/2003	
9	CHRISTOPHER	HOLLOWAY	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	1/20/2004	
10	MICHAEL	SWAIN	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	3/15/2004	
11	JEFFREY	COOK	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	3/15/2004	
12	BRIAN	RIES	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	4/5/2004	
13	JERRY	COLLIER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	5/31/2005	
14	MATTHEW	SHAW	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	6/6/2005	
15	CRYSTAL	COULSON	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	8/1/2005	
16	CRISTY	HARTSELL	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	8/22/2005	
17	JOSHUA	JORDAN	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	1/3/2006	
18	SARAH	CONNER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	5/1/2006	
19	TONYA	BARSON	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	5/1/2006	
20	JAMES	DEMPSEY	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	6/19/2006	
21	KELLY	CHANDLER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	11/6/2006	
22	JAMES	REFINATI	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	2/5/2007	
23	ALEKSANDAR	CEREPNALKOSKI	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	2/5/2007	
24	PATRICK	HARMAN	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	4/23/2007	
25	DEAN	SCHAMBS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	8/13/2007	
26	CHARLES	PATTERSON	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	11/5/2007	
27	LISA	BAYS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	12/17/2007	
28	DAMITRIC	REMBERT	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	4/22/2009	
29	ROBERT	WILSON	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	7/13/2009	
30	TIMOTHY	WERTMAN	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	2/16/2010	
31	JAMES	MORAN	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	4/5/2010	
32	CASS	LONG	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	12/13/2010	
33	JAMES	WALKER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	12/13/2010	
34	KENNETH	BETHEA	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	12/13/2010	
35	RICHARD	KIM	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	1/19/2011	
36	GARVIN	WORRELL	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	1/31/2011	
37	RONNIE	ADAMS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	4/11/2011	
38	ANTHONY	ROSE	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	11/21/2011	
39	PAUL	STONE	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	5/21/2012	
40	RICHARD	DELOZIER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	6/4/2012	
41	DEREK	CARROLL	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	10/9/2012	
42	JOHN	OBRYANT	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	10/9/2012	
43	JOSEPH	VANSKOY	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	12/3/2012	
44	GARY	COHEN	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	6/17/2013	
45	EVELYN	KYSER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	6/17/2013	
46	NORMAN	MONROE	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	6/17/2013	
47	ALVIN	HART	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	7/15/2013	
48	TERRY	DECKER	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	11/4/2013	
49	MARCUS	BENDOLPH	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	1/27/2014	
50	PAUL	ACHEAMPONG	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	7/21/2014	7/21/2014	
51	DENNIS	STEELE	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	12/29/2014	12/29/2014	
52	CYNTHIA	SHANNON	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	6/23/2014	1/12/2015	23
53	TIMOTHY	ELLIFRITT	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	6/23/2014	1/12/2015	49
54	JOSHUA	WILSON	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	6/23/2014	1/12/2015	1799
55	ZACHARY	SHAW	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	6/23/2014	1/12/2015	3729
56	DAVID	REYNOLDS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	6/23/2014	1/12/2015	4272
57	FATIMATA	DEM	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	6/23/2014	1/12/2015	8020
58	CODY	SEE	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	6/23/2014	1/12/2015	9838
59	LATISHA	FIGG	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	3/18/2015	
60	JOSEPH	BANKS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	12/29/2014	5/18/2015	1902
61	JOVAN	THOMAS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	12/29/2014	5/18/2015	2406
62	ALISSA	MALONE	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	6/23/2014	5/18/2015	5244
63	RODERICK	POUNDS	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	12/29/2014	5/18/2015	9397
64	ALANDA	WILSON	FACILITY SECURITY OFFICER	FACILITY SECURITY UNIT	3/10/2014	8/10/2015	

Exhibit B

	<u>First Name</u>	<u>Last Name</u>	<u>Classification</u>	<u>Assignment</u>	<u>Hire Date</u>	<u>Rank Date</u>
1	DORLANDO	GALE	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	5/15/2000
2	STEVEN	GWINN	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	10/16/2000
3	SCOTT	ELLIOTT	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	8/19/2002
4	CARRIE	WOODY	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	11/10/2003
5	TERRANCE	DAWKINS	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	2/23/2004
6	STARLENE	BAIRD	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	1/5/2009
7	MICHAEL	FAST	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	6/6/2011
8	DAVID	NATION	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	1/28/2013
9	WILLIAM	ABRAMS	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	3/10/2014	5/20/2013
10	KAREN	CROSS	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	12/29/2014	12/29/2014
11	DAVID	HAYES	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	12/29/2014	12/29/2014
12	CHANTELLE	FULLERTON	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	6/23/2014	1/12/2015
13	MICHAEL	BOOKER	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	7/6/2015	7/6/2015
14	AHMED	ABDULQADIR	CONTROL ROOM TECHNICIAN	FACILITY SECURITY UNIT	8/10/2015	8/10/2015