



13-MED-09-0992

0374-02

K30887

05/14/2014

# AGREEMENT

BY AND BETWEEN

**THE CLINTON COUNTY SHERIFF**

AND



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

(Corrections Unit)

EXPIRES: December 31, 2016

**TABLE OF CONTENTS**

<b><u>ARTICLE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NUMBER</u></b>
1	PREAMBLE & PURPOSE	3
2	FOP/OLC RECOGNITION	3
3	DUES DEDUCTION	4
4	MANAGEMENT RIGHTS	6
5	NON-DISCRIMINATION	7
6	NO STRIKE/NO LOCKOUT	7
7	FOP/OLC BUSINESS	8
8	BULLITEN BOARD	10
9	LABOR/MANAGEMENT MEETINGS	11
10	PERSONELL FILES	12
11	PROBATIONARY PERIODS	13
12	SENIORITY	13
13	LAYOFF AND RECALL	15
14	DISCIPLINE	16
15	GRIEVANCE PROCEDURE	19
16	WORK RULES	22
17	HOURS OF WORK AND OVERTIME	23
18	VACANCIES AND BIDDING	25
19	WAGES	26
20	HEALTH INSURANCE	27
21	CALL-IN PAY/COURT TIME	28
22	OFFICER IN CHARGE	28
23	HOLIDAYS	28
24	VACATION	29
25	SICK LEAVE	31
26	CATASTOPHIC SICK LEAVE DONATION PROGRAM	34
27	PAID LEAVES OF ABSCENSE	35
28	UNPAID LEAVES OF ABSENCE	36
29	UNIFORM ALLOWANCE	41
30	SAFETY	41
31	DRUG/ALCOHOL TESTING	42
32	SEVERENCE PAY	44
33	TRAVEL EXPENSE REIMBURSEMENT	44
34	RESIDENCY	45
35	APPLICATION OF CIVIL SERVICE	45
36	CONFLICT WITH LAW AND SEPERABILITY	45
37	WAIVER IN CASE OF EMERGENCY	46
38	DURATION	47
	SIGNATURE PAGE	48

**ARTICLE 1**  
**PREAMBLE & PURPOSE**

Section 1.1. Purpose: This Agreement, entered into by the Clinton County Sheriff's Office, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "FOP," "FOP/OLC," "Labor Council" or "Union" has as its purpose the following:

- A. To promote cooperation and orderly, constructive, and harmonious relations between the Employer, it's employees and the FOP/OLC;
- B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing wages, hours, terms and other conditions for employees included in the bargaining unit as defined herein;
- C. To prevent interruptions of work and interference with the efficient operation of the Clinton County Sheriff's Office; and,
- D. To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous agreements (either written or oral) between the Employer, its employees and the FOP/OLC.

Section 1.2. Modification of Agreement: The express provisions of this Agreement may be changed only by mutual agreement between parties, reduced to writing, dated, and signed by the parties to this Agreement.

**ARTICLE 2**  
**FOP/OLC RECOGNITION**

Section 2.1. The Employer hereby recognizes the Labor Council as the sole and exclusive bargaining unit agent for those employees in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time individuals employed by the Employer in the classification of Corrections Officer, as described in Certification 2010 REP-09-0146.

Section 2.2. All positions and classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3. Should the Employer intend to create a new position or reclassify a position presently in the bargaining unit, the Employer shall meet with the Labor Council to discuss the inclusion of the new position in the bargaining unit at least fourteen (14) days prior to such action. However, the previous statement does not apply to, and shall not abridge, the Employer's management rights to demote, discharge, lay-off, transfer, assign, promote, and/or retain. If agreement cannot be reached, the matter shall be submitted to SERB pursuant to O.R.C. Chapter 4117.

**ARTICLE 3**  
**DUES DEDUCTION**

Section 3.1. The Employer agrees to deduct FOP/OLC membership dues, agreement administration fees, or fair share fees in accordance with this Article.

Section 3.2. Dues Deductions. The Employer and the FOP/OLC agree that membership in the FOP/OLC is available to all employees specified as being in the bargaining unit.

The Employer agrees to deduct regular FOP/OLC membership dues from the pay of any employee eligible for membership in the FOP/OLC who wishes to be a member of the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the Payroll Deduction Authorization Form along with a duplicate to be submitted to the Payroll Officer. Upon receipt of the proper authorization form, the Auditor will deduct FOP/OLC dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer. Monthly dues shall be rounded up to the nearest cent, and one-half (½) of the monthly dues shall be deducted from the first pay period of each month and one-half (½) the second pay period.

Section 3.3. Agreement Administration Fees. Any bargaining unit employee hired before the date of ratification for this instant labor Agreement, who voluntarily submits a dues check off authorization, and who thereafter revokes the authorization, shall pay to the FOP/OLC, through payroll deduction, an agreement administration fee for the duration of the Agreement. Further, any bargaining unit employee hired before the date of ratification of this instant labor Agreement, who was a member of the employee organization ("the Union"), who was eligible to vote on the Fact-Finding Recommendation as of December 1, 2004, and who thereafter revokes his or her permission to deduct Union dues, shall pay to the FOP/OLC through payroll deduction, an agreement administration fee for the duration of the this Agreement. The agreement administration fee is automatic and does not require the employee to remain a member of the FOP/OLC nor shall the agreement administration fee exceed the fair share fees paid by new employees in the bargaining unit. Agreement administration fees shall be deducted in the same manner as dues in Section 3.2. The agreement administration fee shall not be used to finance political and/or ideological activity. The agreement administration fee is strictly to be used to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters that directly affect wages, hours, and other terms and conditions of employment of bargaining unit members. The FOP/OLC shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09 (C), and federal law.

Section 3.4. Fair Share Fee.

- A. Payroll Deductions of Fair Share Fee – The Employer shall deduct from the pay of members of the bargaining unit hired on or after the date of ratification for this instant labor Agreement, who elect not to become or remain members of the FOP/OLC, a fair share fee for the FOP/OLC's representation of such non-

members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the FOP/OLC's work in the realm of collective bargaining and contract administration.

- B. Notification of the Amount of Fair Share Fee – Notice of the amount of the annual fair share fee, which shall not exceed 100% of the FOP/OLC dues for members, shall be transmitted by the FOP/OLC to the Employer as is necessary to be accurate during the term of this contract for the purposes of determining the amount to be payroll deducted. The Employer agrees to transmit all amounts deducted to the FOP/OLC one each month, at the same time and to the same place as regular membership dues.
- C. The FOP/OLC represents to the Employer that an internal rebate procedure has been established in accordance with Chapter 4117 of the Ohio Revised Code, and that a procedure for challenging the amount of the fair share fee has been established and will be given to each member of the bargaining unit hired on or after the date of ratification for this instant labor Agreement, who does not join the FOP/OLC, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- D. Entitlement to Rebate – Upon timely demand, non-members may apply to the FOP/OLC for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the FOP/OLC.

Section 3.5. Indemnification. The Employer assumes no obligation, financial or otherwise, arising out of this article. The FOP/OLC agrees to indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the FOP/OLC.

Section 3.6. Termination of Deductions. The Employer shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of the check-off authorization.

Section 3.7. Limitation of Deductions. The Employer shall not be obligated to make dues deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 3.8. Error in Deductions. It is agreed that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within sixty (60) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that FOP/OLC dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive

bargaining agent only, and not for any other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.9. Correction of Deductions. Deductions provided for in this article are subject to the review of the County Auditor as required by the statute. In the event a deduction is not made for any FOP/OLC member during a particular month, the Employer, upon written verification of the FOP/OLC, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any FOP/OLC member at any one (1) time.

Section 3.10. Certification of FOP/OLC. The rate at which dues are to be deducted shall be certified to the Payroll Clerk by an official of the FOP/OLC at such times during the term of this Agreement as is necessary to be accurate. A one (1) month advance notice must be given the Auditor's Office prior to any changes in an individual's dues deduction.

Section 3.11. Remitting Deductions. All dues collected under this article shall be paid by the Employer within thirty (30) days to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

Section 4.1. The Employer possesses the sole right to operate its department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

1. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
2. To direct, supervise, evaluate, or hire employees;
3. To maintain and improve the efficiency and effectiveness of operations and programs;
4. To determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. To provide and require working training;

7. To determine the adequacy of the work force;
8. To determine the overall mission of the department as a unit of government;
9. To effectively manage the work force; and
10. To take actions to carry out the mission of the department as a governmental unit.

Section 4.2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A bargaining unit employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Section 4.3. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

## **ARTICLE 5** **NON-DISCRIMINATION**

Section 5.1. Non-Discrimination: The parties hereto agree that neither shall discriminate against any bargaining unit member because of membership or non-membership in the FOP/OLC or participation in the legal, authorized activities herein prescribed, nor discriminate against any member of the FOP/OLC for any action involving a member's assigned duties on behalf of the Clinton County Sheriff's Office.

Section 5.2. Compliance: The Employer, the FOP/OLC, and each member shall fully comply with all applicable laws, constitutional provisions, or statutes forbidding unlawful discrimination on account of race, color, religion, sex, disability, national origin, age, marital status, or political affiliation.

Section 5.3. Plurals and Gender: Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and the words in the plural, the singular. Words, whether in the masculine, feminine, or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 6** **NO STRIKE/NO LOCKOUT**

Section 6.1. The Employer and the FOP/OLC recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public,

and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the FOP/OLC shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any unlawful concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement;
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 6.1.(A) of this Article.

Section 6.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 6.1.(A) of this Article is subject to discipline or discharge by the Employer.

Section 6.3. Upon observing any violation(s) of this Article, the Employer shall notify the FOP/OLC of such violation(s) by providing it with a telephone call and a confirmation letter sent by certified mail. The telephone call referenced above shall initiate action by the FOP/OLC; the confirmation letter shall only act as a courtesy copy to reference such call, and the FOP/OLC shall not delay action based upon receipt of such letter. Promptly after receiving the telephone call from the Employer of a violation of Section 6.1.(A) of this Article, the FOP/OLC shall promptly do whatever it can to prevent or stop such unauthorized acts, including, but not limited to, the preparation and delivery of a letter to the Employer addressed to the Employer and signed by the ranking FOP/OLC officer, stating "the strike action is not sanctioned and all employees should return to work immediately."

Section 6.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

## **ARTICLE 7** **FOP/OLC BUSINESS**

Section 7.1. Representatives: The FOP/OLC may select three (3) representatives and three (3) alternate representatives in the absence of the representative. These shift representatives shall be certified to the Employer in writing, including the Representative's name, Union position held, and the Representative's home address and phone number. Only those representatives certified by the FOP/OLC in writing will be permitted to conduct business on behalf of the FOP/OLC.

Section 7.2. Grievance Representation: The FOP/OLC shall appoint one (1) of its members as Grievance Representative, and may select an alternate to act in the absence of the Grievance Representative. The Grievance Representative and alternate shall be identified, and the FOP/OLC is responsible to keep the Employer informed as to their identities at all times. Such members shall act as liaisons between

the Employer and the FOP/OLC in grievance matters. The Grievance Representatives duties shall include:

- A. Attendance at Labor/Management Committee meetings;
- B. Responsibility for posting FOP/OLC notices on the Bulletin Board and policing it for improper materials;
- C. Representing the FOP/OLC in investigating and processing of grievances beginning at Step 2 of the Grievance Procedure;
- D. Replacing a shift representative who is unavailable;
- E. Notifying Management of the FOP/OLC's intent or not to invoke any steps of the Grievance Procedure beyond Step 1;
- F. General responsibility for handling grievances beyond Step 1.

The writing and investigating of grievances shall be on non-work time, and in no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time. The Grievance Representative may be released at responsible times upon request to participate in meetings with the Employer with regard to grievances without loss of pay or benefits.

Section 7.3. Negotiations: The number of employees attending negotiations shall not exceed three (3). If the employee is on duty at the time the employee is attending the negotiating session, the employee will be paid. If the employee is not on duty at the time, no compensation will be paid.

Section 7.4. Delegates/FOP/OLC Officers: The Employer will make every reasonable provision for authorizing use of vacation leave and/or compensatory time for employees to attend or conduct FOP/OLC functions. Such release from duty is subject to scheduling requirements in the interest of the efficient operation of the office but shall not be arbitrarily refused by the Employer.

Section 7.5. Administration: The Employer will make reasonable provisions for two (2) FOP/OLC Officials (or designees) to attend conventions or other major business meetings, up to a maximum of twenty-four (24) hours each per calendar year. The above time off for such officials (or designees) shall be vacation or compensatory time credit, per procedures for requesting such leave. If the leave requested is vacation leave, and if such leave is requested prior to January 1 for such calendar year, such request shall be considered prior to requests submitted through normal vacation scheduling per Section 24.4 of this labor agreement.

Section 7.6. The FOP/OLC agrees that no representative or associate of the FOP/OLC, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the employees. Further, the FOP/OLC agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees

except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP/OLC business (including fund raising activities, solicitation for membership, or distribution of literature) on behalf of the FOP/OLC or any FOP Lodge during the work time of any employee. Unauthorized activities shall cease upon the demand for a supervisor and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

**ARTICLE 8**  
**BULLETIN BOARD**

Section 8.1. The Parties agree that the Union supplied bulletin board, which is no larger than three feet (3') by four feet (4') in size, shall be placed in the staff dining room.

Section 8.2. All FOP/OLC notices of any kind posted on the bulletin board shall be signed, posted or removed only by a FOP/OLC Representative. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1. FOP/OLC surveys/questionnaires regarding negotiations;
2. Notice of FOP/OLC meetings and/or local FOP lodge meetings or business;
3. FOP/OLC appointments;
4. Notice of FOP/OLC elections;
5. Results of FOP/OLC elections; or,
6. Other official FOP/OLC business on FOP/OLC letterhead.

All other notices of any kind not covered by (1) through (6) above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the FOP/OLC bulletin board at any time which contains the following:

1. Personal attacks upon any other member or any other employee;
2. Scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or officials;
3. Attacks on any employee organization regardless of whether the organization has local membership; or,
4. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 8.3. No FOP/OLC-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the FOP/OLC.

Section 8.4. The Employer or his designee may immediately notify the FOP/OLC Representative to remove any material posted in violation of this Article.

Section 8.5. Once this bulletin board is installed, the Employer shall not tolerate any other solicitation and/or distribution of FOP/OLC material during working hours.

**ARTICLE 9**  
**LABOR/MANAGEMENT MEETINGS**

Section 9.1. Meetings: In the interest of sound Labor/Management relations, the FOP/OLC and the Employer will meet at least annually for the purpose of discussing those matters outlined in Section 2 of this article. The parties may mutually agree to additional meetings as necessary. Meetings shall be held within a reasonable time (not to exceed fourteen [14] calendar days unless mutually extended by both parties) after a request by either party, having regard for the seriousness of the issues involved. No more than three (3) employee representatives of the FOP/OLC, three (3) representatives of the Employer, and one (1) non-employee representative from either party shall be permitted to attend such meetings, unless the parties mutually agree otherwise.

Section 9.2. Agenda: The party requesting the meeting shall furnish an agenda with the request for the meeting. The FOP/OLC shall furnish names of the Employee Representatives who will be attending. Subjects that may be discussed at these meetings shall include, but shall not be limited to, the items listed below:

- A. Discuss the administration of this Agreement;
- B. Notify FOP/OLC of changes made by the Employer, which may affect bargaining unit members;
- C. Discuss grievances, which have not been processed beyond the final step of the Grievance Procedure when such discussion is mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the FOP/OLC representatives the opportunity to share the view points of the members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety, and training matters.

Such meetings are not intended to replace negotiations and are not to be used to alter or amend the basic agreement. Nothing prohibits the parties from mutually agreeing on Memoranda of Understanding.

Section 9.3. Attendance: FOP/OLC Employee Representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meeting, if held during the employees' regular scheduled hours of work.

Section 9.4. Reports: Written responses promised by each party's representatives during meetings, to items raised at such meetings, will be submitted to the other party's representatives who attend the meeting within fifteen (15) calendar days after the meeting, unless the parties mutually agree to a time extension.

## **ARTICLE 10** **PERSONNEL FILES**

Section 10.1. Personnel Files. There shall be only one (1) official personnel file maintained by the Employer.

- A. Each employee shall be allowed to review his or her personnel file at any reasonable time upon written request. Such request shall be made to the Employer, and review of the file shall be made in the presence of the Sheriff or the Sheriff's designated representative. The employee shall be entitled to have a representative of his or her choice accompany him or her during a review of that employee's personnel file.
- B. Any employee may obtain one (1) copy of documents in the employee's file at no cost to the employee. If the employee requests more than one (1) copy of his or her file, the Employer may levy a charge for such copying which shall bear a reasonable relationship to actual cost.
- C. If, upon examining the personnel file, an employee has reason to believe there are inaccuracies in documents contained therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the employee's contentions, a correcting document shall be placed in the file. If the Sheriff disagrees with the employee's contentions, the Sheriff shall attach the employee's memorandum to the document in the file and note his or her disagreement with the memorandum's content.
- D. An employee's signature on a document shall mean the employee has seen the document and not that the employee agrees with its content unless it is so stated on the document.
- E. To the extent legally permissible, personnel records shall be considered as public records. However, when a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, if known, will be given to the affected employee(s). The employee

may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released.

- F. Records of oral warnings and written warnings/reprimands shall cease to have force and effect for purposes of progressive discipline one (1) year from the date of the issuance provided no intervening discipline of any nature has occurred. Any record of lost pay or lost time discipline shall cease to have force and effect for purposes of progressive discipline two (2) years from the date of issuance providing no intervening discipline of any nature has occurred.

Notwithstanding the above language, an oral and/or written reprimand which is active during the effective life of lost pay/lost time discipline shall cease to have force and effect (for progressive discipline) if there is no intervening discipline of any nature occurring within one (1) year of such lost pay/lost time discipline.

## **ARTICLE 11** **PROBATIONARY PERIODS**

Section 11.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. Time spent on any type of extended leave (lasting more than five [5] consecutive working days) shall not count towards the time served during the probationary period. Any newly hired probationary employee hired after the date of execution of this labor agreement may be disciplined or terminated any time during his probationary period and shall have no appeal over such discipline or removal under the provisions of this Agreement or to the State Personnel Board of Review. Any probationary employee hired prior to execution of this labor agreement retains any appeal rights granted under current Ohio civil service laws.

Section 11.2. Every newly promoted employee will be required to successfully complete a probationary period. The probationary period for newly promoted employees shall begin on the day on which the promotion becomes effective or when the employee is properly certified, whichever is later, and shall continue for a period of six (6) calendar months. A newly promoted probationary employee may be demoted to the position and salary from which he was promoted, or to a similar position at an equivalent salary, at any time during his probationary period. Such demotion shall not be considered a disciplinary demotion for purposes of Article 14 of this Agreement and shall not be appealable. Any promoted employee may voluntarily elect to return to his previously held classification at his previous rate of pay during his probationary period. Promotions discussed in this Section only apply to promotions within this bargaining unit.

## **ARTICLE 12** **SENIORITY**

Section 12.1. Departmental seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. Classification seniority shall be calculated on the basis of total service with the Employer within a classification. For

those hired on or after January 1, 2011, departmental seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer. Classification seniority shall be calculated on the basis of total uninterrupted full-time service with the Employer within a classification.

Section 12.2. Seniority shall be used for the purposes as described in the various Articles of this Agreement.

Section 12.3. The following shall not constitute a break in continuous service:

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave or disability leave;
3. Military leave;
4. A layoff of twenty-four (24) months' duration or less; or
5. A resignation where the employee is re-employed or reinstated within thirty (30) days.

Section 12.4. The following shall constitute breaks in continuous service for which seniority is lost:

1. Discharge or termination of employment;
2. Retirement;
3. Layoff for more than twenty-four (24) months;
4. Failure to return to work within the prescribed time limits following recall as specified in the Layoff and Recall Article.
5. Failure to return to work at the expiration of the leave of absence;
6. A resignation; or
7. Absence without leave (AWOL) for more than three (3) consecutive work days without acceptable justification.

Section 12.5. The Employer shall provide one (1) copy of the seniority list to the FOP/OLC upon request and shall update the seniority list as necessary.

Section 12.6. "Seniority" shall not be confused with "Years of Service" for purposes of calculating an employee's entitlement to applicable economic benefits provided in this Agreement. "Years of Service" may include credit for service with another public employer in the state of Ohio, service with another office of Clinton County, service with

the Clinton County Sheriff that is out of the bargaining unit, or other such service as may be mutually agreed upon by the parties to this Agreement.

Section 12.7. Shift assignments will be bid on and assigned annually according to the employee's seniority with the Clinton County Sheriff's Office. Shift bids will include both shift and days off. The employer maintains the right to determine the number of male and female staffing needed per shift regardless of an employee's overall seniority. A seniority list for male employees, female employees and supervisors will be maintained and utilized to meet the operational needs of the adult detention facility. The employer reserves the right to temporarily re-assign shifts for the purpose of training new employees. Temporary assignments will not exceed ninety (90) days per Calendar Year.

### **ARTICLE 13** **LAYOFF AND RECALL**

Section 13.1. The decision to implement a layoff shall be at the discretion of the Employer for lack of work, lack of funds, job abolishment, and/or other non-arbitrary/non-capricious reasons. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees no less than ten (10) calendar days in advance of the effective date of layoff or job abolishment.

Section 13.2. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. The initial layoff of employee or employees will be based upon classification seniority. Bumping will be based upon departmental seniority as described in Section 13.6.

Section 13.3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Vacancies in a classification shall not be filled by original appointment until all employees on an active recall list eligible for recall to that classification have been offered recall.

Section 13.4. Notice of recall from a layoff shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.5. In the case of a layoff, the laid off employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. Employees failing to notify the Employer of their intention to return within five (5) days, or failing to report for duty within ten (10) days of notice shall be removed from the recall list and be deemed to have resigned. Recalled employees shall not serve a probationary period

upon recall reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

Section 13.6. Bumping. Employees receiving notice of a layoff shall have five (5) days following receipt in which to exercise their right to bump, based on total departmental seniority, the least senior employee in a lower classification in any FOP/OLC bargaining unit of the Employer, provided the more senior employee does possess the skill, ability, and is qualified to perform the work without additional training. Notwithstanding the above, any employee who meets the minimum qualifications for a position but requires additional training shall be allowed to bump a probationary employee in the lower classification. Employees who are bumped from their position shall have five (5) days in which to exercise their bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, and qualifications to bump another employee in a lower classification shall be laid off and placed on the appropriate recall list. An employee may only exercise bumping rights once during each long term layoff affecting the employee's position.

#### **ARTICLE 14** **DISCIPLINE**

Section 14.1. Disciplinary Procedure: The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No non-probationary employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined except for just cause.

Forms of disciplinary action include:

- A. Verbal reprimand (time and date recorded):
- B. Written reprimand;
- C. Suspension with or without pay (Employee may request forfeiting eighty (80) hours or less of comp or vacation time in lieu of a suspension without pay, however, the decision of the Sheriff to grant or deny such a request will not be subject to the grievance and arbitration procedure.);
- D. Reduction in pay and/or classification (demotion); and
- E. Discharge from employment.

Section 14.2. Progressive Discipline: Except in instances wherein the employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of overall performance.

Section 14.3. Discipline Administration: The Employer may take disciplinary action for actions occurring while the employee is on duty, or working under the colors of the Employer, or represents himself as an employee of the Clinton County Sheriff's Office, or

in instances where the employee's conduct has violated his oath of office or where the employee's on or off duty action, creates harm to the public image of the Sheriff's Office. If an employee is to be disciplined, the Employer will commence the disciplinary procedures (i.e., impose discipline or hold a pre-disciplinary hearing) within sixty (60) calendar days of the close of the internal investigation.

Section 14.4. Administrative Investigations:

- A. The employee shall be informed of the nature of the investigation prior to questioning and shall be informed to the extent known at the time, whether the investigation is focused on the member for potential disciplinary action.
- B. Before an employee may be charged with any violation of the Employer's Rules and Regulations for a refusal to answer questions or participate in an investigation, the employee will be informed as to whether or not he is the focus of the investigation and shall be advised that refusal to answer such questions or participate in the investigation may result in disciplinary action in itself. During interviews or interrogations where an action of record may occur, if an employee desires, the employee shall be given reasonable opportunity to have an FOP/OLC Representative present during questioning.
- C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift. Such sessions shall be reasonable periods of time and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- D. The Employer may require an employee to submit to a polygraph examination or voice stress analyzer examination if the employee is the primary focus of an investigation (or a known witness to the incident) that could lead to termination of any employee or the Employer may perform such examination at the employee's written request directly to the Sheriff.

Section 14.5. Pre-disciplinary Hearing: Whenever the Employer or his designee determines that an employee may be disciplined for cause (only for suspension, reduction or termination), a pre-disciplinary hearing will be scheduled to give that employee an opportunity to offer an explanation of the alleged misconduct.

Section 14.6. Pre-disciplinary Hearings Administration: The following guideline for pre-disciplinary hearings below are designed to provide the most protection to the employee, at the same time, for the Employer to expedite a timely and just resolution of the alleged action of said employee.

- A. Pre-disciplinary hearings will be conducted by a hearing officer selected by the Employer.
- B. Not less than forty-eight (48) hours prior to the scheduled starting time of the hearing, the Employer will provide the employee an outline of the charge(s) which may be the basis for disciplinary action and notice of the date, time, and

place of the hearing. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; or (2) appear at the conference and have an FOP/OLC representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. Failure to elect and pursue one of the three above mentioned options, absent mitigating circumstances, shall constitute the employee's waiver of his right to the pre-disciplinary conference.

- C. The employee is entitled to a representative of his choice to accompany him to the hearing. The employee shall provide a list of any witnesses employed by the Employer as far in advance as possible, but not later than eight (8) hours prior to the hearing. It is the responsibility of the employee to notify his witnesses that he desires their attendance at the hearing. The Employer will cooperate in seeing that employee witnesses are available for conferences, but it shall not be required to demand attendance by any witness requested by the charged employee. Pre-disciplinary hearings held outside the charged employee's scheduled working hours shall be paid in accordance with the Hours of Work and Overtime provisions of this Agreement.
- D. At the hearing, the charged employee will be advised of his or her legal rights, if any exist and are applicable, by the Employer. The employee and the Employer may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee and/or his or her representative, the Employer and/or his or her representative will be permitted to confront and cross-examine witnesses present at the hearing, and offer rebuttal of information presented. The hearing officer has the right to limit witnesses' testimony to matters relevant to the allegations of misconduct, and limit the redundancy of testimony. At the pre-disciplinary hearing, the hearing officer may ask the charged employee or his or her representative to respond to the allegations of misconduct which were outlined to the employee. The charged employee (or his or her representative) may decline responding to the charge. If the charged employee does respond, and responds untruthfully, such action may result in further disciplinary action. Also, if the charged employee knowingly allows his or her representative to present untruthful statements, or allows an untruthful statement by his or her representative to stand, the charged employee may be subject to further disciplinary action. A written report will be prepared by the hearing officer within ten (10) calendar days of the hearing concerning the evidence presented at the hearing, and concluding as to whether or not there is sufficient evidence to substantiate the charges. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee within seven (7) calendar days following its preparation.

Section 14.7. Indictment or Arrest: Any employee charged with or under indictment for a felony, who is not disciplined or discharged by the Employer may, at the Employer's discretion, be placed on a leave of absence with or without pay or reassigned until resolution of the court proceedings. If placed on an unpaid leave of absence, the

employee may use any accrued and unused time during the leave with the exception of sick time. Employees requesting this option will not earn additional sick leave, vacation time or holiday pay during this period unless the employee is acquitted and returns to duty. An employee found guilty by the trial court of a felony shall be summarily discharged. Where charges are reduced to a misdemeanor or the employee is found innocent of the felony charge(s), the employee may be subject to discipline pursuant to the terms of this Article.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

Section 15.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of federal laws, state laws, the United States Constitution, or Ohio State Constitution. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, but the grievance must be signed by each individual desiring to be included. Individual members who initially sign the group grievance may withdraw their names from the group grievance and this will have no effect as to the content or purpose of said grievance.

Section 15.2. All grievances must be presented to the proper step in the progression, and within the applicable time limits, in order to be considered.

The aggrieved or FOP/OLC may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by failing to advance a grievance to the next step within the applicable time limit.

Any grievance not answered by the Employer's representatives within the applicable time limits will be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may be extended only by written mutual agreement.

A grievance may be brought by any aggrieved employee covered by this Agreement. The FOP/OLC may file a grievance involving an incident affecting one or more of the bargaining unit employees.

Section 15.3. A grievance must be submitted to the appropriate step of the formal grievance procedure within seven (7) calendar days after the grievant knew or should have known the facts giving rise to the grievance (but in no case later than twenty-eight [28] calendar days following the date of the incident); otherwise, the grievance shall be considered not to have existed.

Section 15.4. All formal grievances shall be submitted in writing on a grievance form which shall contain all of the following information:

1. Aggrieved employee's name and signature;
2. Date, time, and location where incident occurred;
3. Description of the incident(s) giving rise to the grievance;
4. Articles and Sections of the Agreement claimed to have been violated;
5. Date grievance was first discussed with the supervisor and the supervisor's name (if such meeting occurred);
6. Date grievance was first filed in writing; and
7. Desired remedy to resolve grievance.

The FOP/OLC shall be solely responsible for the duplication, distribution, and its own accounting of the grievance forms.

Section 15.5. It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the FOP/OLC to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, there shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined may be submitted to the formal grievance procedure. The employee may be accompanied by the local FOP/OLC chairperson at any step of the grievance procedure.

Step 1: The grievance must be submitted in writing to the Chief Deputy within the time limits set forth in Section 15.3 herein. It shall be the responsibility of the Chief Deputy to investigate the matter and provide a written response within five (5) calendar days following the day in which the Chief Deputy was presented the grievance. During the extended absence of the Chief Deputy, the grievance shall automatically proceed to Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved at Step 1, it may then be submitted in writing to the Sheriff or his designated representative. The appeal to Step 2 must take place within seven (7) calendar days of the response to Step 1. The Sheriff, within seven (7) calendar days of receipt of the grievance, shall schedule and hold a meeting with the grievant and the FOP/OLC representative. The Sheriff shall issue a written response to the grievance within seven (7) calendar days of the meeting.

Step 3: A grievance unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the following provisions:

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a

grievance from Step 2, the Union shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators striking until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names (Ohio only) until a mutually agreeable arbitrator is selected. The cost of the initial list will be shared equally by the parties. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify, add to, subtract from, or amend this Agreement nor may the arbitrator require the Employer to ignore mandated state and federal law that has not been legally superseded by the labor agreement.
- C. The decision of the arbitrator shall be final and binding on the Grievant, the Union and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submissions of final briefs.
- D. The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the Union. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

Section 15.6. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC grievance representative will be notified of his right to be present at the adjustment.

Section 15.7. The parties may by mutual agreement waive any steps or any of the time limits of this Article in writing. If a grievance is not presented or appealed to the proper step within the time limits set forth above, it shall be considered waived. If a grievance is not answered within the specified time limit (or any agreed extension thereof) it shall be considered answered in the negative.

Section 15.8. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure.

## **ARTICLE 16** **WORK RULES**

Section 16.1. The Labor Council recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 16.2. It is the Employer's intention that work rules, regulations, policies and procedures should be interpreted and applied uniformly to all bargaining unit employees under similar circumstances. Work rules and regulations shall not be adopted that are in violation of the express terms of this Agreement.

Section 16.3. Each employee shall have direct access to the Employer's handbook containing those rules and regulations which have been adopted as of that date. Any request for paper copies shall be made to the Human Resource Officer. The expense to the employee requesting the paper copy shall be set at five cents (\$.05) per page. The Employer shall provide such paper copies within five (5) working days. If a bargaining unit employee requests in writing to receive a computer disk of applicable policies, procedures, rules and regulations, the Employer shall provide such disk to the employee within five (5) working days free of charge. Prior to receiving such disk, the employee shall sign a form acknowledging receipt of such disk and acknowledging that such employee is prohibited from releasing an/or distributing the contents of the disk to any member of the public. Any additions or amendments to the handbook or any additional work rules or regulations shall be reduced to writing, posted on department bulletin boards and signed by all bargaining unit employees to acknowledge the awareness of the addition or amendment within five (5) working days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment period.

This Section shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow reasonable rules and procedures of good conduct.

Section 16.4. Should the Employer establish any work rule, regulation, policy or procedure which the Labor Council believes is in conflict with any express term of the

Agreement, the Labor Council through an employee representative may challenge such matter through the grievance procedure.

**ARTICLE 17**  
**HOURS OF WORK AND OVERTIME**

Section 17.1. This Article is intended to define the normal hours of work per day and per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek or from establishing the work schedules of employees. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 17.2. All hours worked in excess of eighty-four (84) hours in a fourteen (14) day activity period shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times the regular straight time hourly rate of pay. For purposes of this article only, hours worked shall include all hours in active pay status, except sick leave. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out time, etc.). Scheduled days shall be of equal length and are continuous in length. Pay for overtime shall be paid no later than the pay period following the pay period during which the overtime occurred.

Section 17.3. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one hundred (100) hours of compensatory time, then any future overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he/she shall so indicate his/her election when reporting the overtime worked.
- B. Requests for compensatory time off shall be honored subject to the operational needs of the Department.
- C. Requests for compensatory time off must be submitted in advance of the time requested. Requests for compensatory time off shall be submitted for approval at least four (4) hours in advance. If written approval is not granted by the employer, the request is to be considered denied. In extreme or emergency situations, and on a case-by-case basis, the Employer reserves the right to utilize its discretion and grant a compensatory time off request that has been submitted less than four (4) hours in advance.
- D. Compensatory time off requested by an employee which has been approved and scheduled shall not be canceled except when unanticipated operational needs of the Department would require it.

- E. Requests for compensatory time off in conjunction with vacation may be honored, based upon the operational needs of the facility.

Section 17.4. With the prior approval of the Employer or designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Upon request of an employee, and with prior approval of the Employer or designee, an employee may work a scheduled day off in exchange for an additional day off to be scheduled in the pay period, without receiving any additional compensation.

Section 17.5. All bargaining unit employees assigned to normal shifts will be subjected to mandatory overtime. If the Employer cannot find a bargaining unit employee to voluntarily accept an overtime assignment, the Employer shall assign such overtime assignment to the qualified employee with the least amount of seniority on the shift prior to the overtime assignment and/or on the shift following the overtime assignment, subject to operational requirements of the Agency.

Employer paid overtime assignments will be offered to qualified bargaining unit employees as equally as possible throughout the calendar year.

Posted Overtime: when time allows overtime will be posted for sign up. For the first ninety-six (96) hours of posting, every bargaining unit member will only be permitted to sign up for one detail based upon seniority. After the first 96 hours, the details are open for any eligible employee.

Once an employee has voluntarily accepted overtime, the employee cannot be bumped by a more senior employee.

Section 17.6. Schedule Trades.

- A. Bargaining unit employees within each Division may submit to the Employer a Shift/Day(s) Off Trade Schedule. The bargaining unit employees of each Division shall unanimously agree to such schedule, with seniority in the Division being the determining factor for order of preference. In the event the bargaining unit employees are unable to unanimously agree to the Shift/Day(s) Off Trade Schedule, the Employer may assign said schedule at its discretion. In addition, the Employer reserves the right to alter and assign the Shift/Day(s) Off Trade Schedule at any time due to operational needs and/or for maintaining the desired level of experienced employees on each shift.
- B. All bargaining unit employees that wish to request a shift/day(s) off trade must fill out the appropriate form and have it approved by the Division Supervisor by at least forty-eight (48) hours in advance of the requested shift/day(s) off trade.

- C. In the event the replacement bargaining unit employee does not show up for the requested shift without prior approval, that employee may be subject to discipline.

**ARTICLE 18**  
**VACANCIES AND BIDDING**

Section 18.1. Any vacancy within the Clinton County Sheriff's Office with the exception of entry level corrections officers which the Employer intends to fill will be posted for a minimum of five calendar days. Any bargaining unit employee who does not possess the minimum qualifications for the vacancy may grieve but not arbitrate the Employer's failure to post the vacancy for a minimum of five calendar days. Notices of vacancies shall be posted on one (1) bulletin board in each facility where employee notices are usually posted. The posting shall contain a description of the position to be filled, special qualifications required or desired, and location and shift for reporting and working. Any interested employee shall submit a bid, in writing, within the posting period to the Employer or designee as listed on the posting. The Employer shall not consider any bid submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees may be required to demonstrate that they possess the minimum qualifications for the vacancy. Employees on vacation leave during the posting period may have until three days after the close of the posting to submit a bid. In the selection of a successful applicant for a vacancy or retention of an individual for a preferred post, the following factors shall be considered:

- A. Ability to perform the work;
- B. Physical fitness;
- C. Records of attendance and discipline; and
- D. Seniority.

Only where factors A, B, and C are relatively equal shall seniority be the determining factor. It is the intent of the Employer that the most qualified applicant will be selected. Upon inquiry, the Employer or designee will notify any applicants with equal or greater seniority than the selected applicant who were passed over as to the reason for being passed over. In the event an employee or the Union grieves the Employer's selection, the grievant must clearly and convincingly demonstrate that the grievant who was passed over was the most qualified applicant for the posted vacancy.

If there are no qualified applicants for a position and an internal applicant is not the most qualified applicant, the position may be filled by a new hire. The Employer reserves the right to make temporary assignments due to staffing needs. Temporary position holders shall receive no additional credit in the applicant process.

Section 18.2. Bargaining unit employees may apply for any position in any other Division of the Clinton County Sheriff's Office, but shall not be given any preferential

consideration (for example, a certified Peace Officer in the jail does not have an inherent right, and will not receive preferential consideration, to fill an open Sheriff's Deputy position). Employees within this bargaining unit may not be assigned or transferred outside of the Corrections Division.

Section 18.3. Any employee hired as a Corrections Officer must have at least twenty-four (24) months of service as a corrections officer at the Clinton County Sheriff's Office before he or she is eligible to apply for a Corporal position.

**ARTICLE 19  
WAGES**

Section 19.1. Effective January 1, 2014, the regular hourly wage rate for bargaining unit employees, with the exception of Corrections Officers Dawn Elzey and Sarah Wiseman, shall be as listed below. To avoid them suffering a pay decrease, Corrections Officers Elzey and Wiseman will remain at the hourly rate they were at on December 31, 2013, until they attain their respective thirty-seven (37) months of service. Once Corrections Officers Elzey and Wiseman reach their respective thirty-seven (37) months of service, they will advance as set forth below. Corrections Officers Elzey and Wiseman will otherwise be placed on the appropriate step consistent with their years of service at the Clinton County Sheriff's Office as set forth below in Section 19.2 and Section 19.3. All other bargaining unit employees will be placed on the appropriate step consistent with their years of service at the Clinton County Sheriff's Office. Employees will progress, when applicable, to the next higher step on their anniversary date. Corporals shall be paid eight percent (8%) more than their appropriate step based on years of service:

CLASSIFICATION	MONTHS OF DEPARTMENTAL SERVICE				
	0-12 Months	13-36 Months	37-60 Months	61-96 Months	97+ Months
Corrections Officer	\$13.50	\$13.83	\$15.13	\$16.43	\$17.72
Corrections Corporal		\$14.93	\$16.34	\$17.74	\$19.13

Section 19.2. Effective the first full pay period after January 1, 2015, the regular hourly wage rate for bargaining unit employees shall increase as listed below. Employees will progress, when applicable, to the next higher step on their anniversary date. Corporals shall be paid eight percent (8%) more than their appropriate step based on years of service:

CLASSIFICATION	MONTHS OF DEPARTMENTAL SERVICE				
	0-12 Months	13-36 Months	37-60 Months	61-96 Months	97+ Months
Corrections Officer	\$13.70	\$14.03	\$15.36	\$16.68	\$17.99
Corrections Corporal		\$15.15	\$16.59	\$18.01	\$19.43

Section 19.3. Effective the first full pay period after January 1, 2016, the regular hourly

wage rate for bargaining unit employees shall increase as listed below. Employees will progress, when applicable, to the next higher step on their anniversary date. Corporals shall be paid eight percent (8%) more than their appropriate step based on years of service:

CLASSIFICATION	MONTHS OF DEPARTMENTAL SERVICE				
	0-12 Months	13-36 Months	37-60 Months	61-96 Months	97+ Months
Corrections Officer	\$13.91	\$14.24	\$15.59	\$16.93	\$18.26
Corrections Corporal		\$15.38	\$16.84	\$18.28	\$19.72

**ARTICLE 20  
HEALTH INSURANCE**

Section 20.1. The Employer shall make available to all bargaining unit employees the same major medical insurance plans, hospital care insurance plans, dental insurance plans, and insurance plan rules and procedures that are available to non-bargaining unit Clinton County employees who are in classified civil service positions.

For the duration of this agreement, bargaining unit employees shall pay an employee premium contribution of not more than twenty-two percent (22%) of the total cost for family or single health insurance. In no event will bargaining unit members pay more for insurance than any other non-bargaining Clinton County general fund employee.

Section 20.2. Employee insurance premium payments shall be by payroll deduction.

Section 20.3. If the Clinton County insurance plans include a life insurance benefit for non-bargaining unit Clinton County employees in non-exempt classifications, such life insurance shall also apply to all bargaining unit employees at the same benefit level and in the same manner as it applies to such non-bargaining unit employees.

Section 20.4. The method of providing the above-described insurance coverage, and/or the choice of insurance carrier, shall be solely within the discretion of the Employer. The Employer shall, to the best of his ability, assist the FOP/OLC in obtaining a copy of any hospital, medical, major medical, and other health insurance policies covering bargaining unit employees upon the FOP/OLC's written request for such assistance.

Section 20.5. If the Clinton County insurance plans include a financial benefit for Clinton County general fund employees who waive county provided insurance, such financial benefit shall also apply to all bargaining unit employees at the same benefit level and in the same manner as it applies to the other general fund employees.

**ARTICLE 21**  
**CALL-IN PAY/COURT TIME**

Section 21.1. A bargaining unit employee called-in to work at a time outside of the employee's regularly scheduled shift, which does not abut the employee's regularly scheduled shift, shall receive a minimum of three (3) hour's pay at the appropriate rate of pay in accordance with the Hours of Work/Overtime Article herein.

Section 21.2. Subsequent call-ins within the time span covered by the original call-in shall be considered as part of the first call-in.

Section 21.3. An employee who is required to appear in court or meet with the Prosecutor for a pre-trial conference on matters pertaining to or arising out of the employee's official duties, during off-duty time which does not abut the employee's regularly scheduled shift, shall receive a minimum of two (2) hour's pay at the appropriate rate of pay in accordance with the Hours of Work/Overtime Article herein.

**ARTICLE 22**  
**OFFICER IN CHARGE**

Section 22.1. In the event that no superior office (defined as the Jail Administrator, Assistant Jail Administrator, or Corporal) is scheduled to work, the senior employee on shift shall be offered Officer in Charge status. Should the senior officer refuse the status, Officer in Charge status will be offered, by seniority, to all other members who have successfully passed their probationary period. Should all qualified employees working the shift refuse the position, the senior employee shall be the Officer in Charge (OIC) of a shift or partial shift. Employees shall be paid an additional one dollar (\$1.00) per hour above his or her normal rate of pay for all hours on duty as the Officer in Charge (OIC), provided the duration of the OIC assignment is at least one (1) hour in length. Such OIC pay will be allowed only for completion of thirty (30) minute increments (provided the employee has worked at least one [1] hour).

Section 22.2. The OIC is responsible for actions occurring on his or her shift, and he or she is subject to discipline for his or her actions/inactions as OIC.

**ARTICLE 23**  
**HOLIDAYS**

Section 23.1. Bargaining unit employees shall receive holiday pay as defined below for the following recognized holidays:

New Year's Day	January 1 <sup>ST</sup>
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October

Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25th

All eligible employees shall receive holiday pay at the employee's base hourly rate for all hours worked on the holiday. The employee may, at their discretion, bank the holiday pay as compensatory time to be used consistent with section 17.3 of this agreement.

Section 23.2. Employees who are not scheduled to work on a recognized holiday shall receive eight (8) hours of pay for the holiday, provided they work their full scheduled day before the holiday and their full scheduled day after the holiday, unless they are off work on approved paid leave other than sick leave. Employees who are scheduled to work on a recognized holiday shall receive a regular day's pay for the holiday, provided they work the recognized holiday as described in Section 23.1.

Section 23.3. If a holiday occurs while an employee is on vacation, such holiday day will not be charged against his or her vacation leave.

Section 23.4. Time worked on any of the above listed holidays shall be compensated for in accordance with the Hours of Work and Overtime Article of this Agreement.

Section 23.5. An employee scheduled to return from leave without pay on the day after a holiday will not be paid for the holiday. An employee whose leave without pay is approved through the end of the last business day preceding a holiday is also presumed to be on leave during the holiday, and will not receive compensation for the holiday.

Section 23.6. An employee on disciplinary suspension or layoff shall not be entitled to any holiday benefits as provided for in this Agreement.

Section 23.7. In the event September 11 or any other day becomes a National Holiday recognized by Clinton County during the term of this Agreement, that day will be added as a Holiday in accordance with Section 23.1 of this Agreement. Any other day recognized as a holiday by Sheriff's Office personnel or other County Employees not listed will likewise be offered to members covered by this Agreement.

**ARTICLE 24**  
**VACATION**

Section 24.1. Full-time employees shall be eligible for paid vacation leave according to the following eligibility guidelines:

- Upon completion of 1 year of service – 80 hours (3.1 hours per pay period).
- Upon completion of 8 years of service – 120 hours (4.6 hours per pay period).
- Upon completion of 15 year of service – 160 hours (6.2 hours per pay period).
- Upon completion of 25 year of service – 200 hours (7.7 hours per pay period).

Section 24.2. Employees will not be entitled to use vacation leave under any circumstances, or to be compensated upon separation for vacation accumulated, until he or she has completed one (1) year of service with the Employer. Bargaining unit employees who have completed one (1) year of service with the Employer may use vacation leave as it accrues.

Section 24.3. Vacation schedules shall be arranged at a mutually satisfactory time in accordance with the workload requirements of the Employer. The Employer reserves the right to designate time periods when vacations may be restricted or denied due to operational requirements. Vacation time must be requested at least four (4) hours in advance of the time off. If written approval is not granted by the employer, the request is to be considered denied.

Section 24.4. Vacation requests must be submitted no later than January 1 of each year and shall be granted based on classification seniority. Once vacation has been submitted prior to January 1 and granted based on classification seniority, the time off cannot be rescinded by management unless an extreme catastrophic event occurs. Requests received after the January 1 deadline shall be scheduled on a first come, first served basis.

Section 24.5. Vacation leave shall be earned while on vacation, paid military leave, or sick leave. Vacation leave shall not be earned while an employee is working overtime hours or if he or she is in no-pay status or layoff. Prorated vacation credit is given for any partial fourteen (14) day period.

Section 24.6. If a full-time member of the bargaining unit becomes hospitalized during a vacation leave period, the Employer shall change the status of the employee to sick leave with pay for all actual days of hospitalization, provided that the employee provides a written request to do so if he or she is so able, and has accumulated sick leave available as provided for elsewhere in this Agreement. Likewise, should a holiday occur during an approved vacation leave, the holiday time earned in accordance with section 23.2 of this agreement will be used in lieu of vacation time.

Section 24.7. Upon retirement or termination for any reason, all accumulated vacation leave shall be paid to the employee at the rate at which it was earned, provided the employee has complied with termination requirements. In the case of the death of a full-time member of the bargaining unit, the employee's accumulated but unused vacation leave shall be paid to the employee's beneficiary as previously designated by the employee in writing. If there is no official designation of beneficiary, the payment shall be made to the fiduciary of the employee's estate, upon application by the executor of the estate.

Section 24.8. All bargaining unit employees with fifteen (15) years of service or more, may request by October 31<sup>st</sup> to cash out up to one (1) week (forty [40] hours) of accrued but unused vacation. The Employer shall answer such request by November 15<sup>th</sup> and either allow such cash out or deny the request due to fiscal reasons. If the

Employer denies the request for cash out, the employee will be allowed to carry over such accrued but unused vacation into the next year.

All bargaining unit employees may request by October 31<sup>st</sup> to carry over up to one (1) week (forty [40] hours) of accrued but unused vacation into the next year.

Section 24.9. Vacation leave shall be granted in exact time increments.

Section 24.10. Employees submitting vacation requests must have enough accrued time, vacation or compensatory combined, to fulfill the vacation request or the request will be denied.

## **ARTICLE 25** **SICK LEAVE**

Section 25.1. Employees of the Employer will be entitled to sick leave computed as follows: Sick leave credit shall be earned at the rate of .0575 hours of sick leave for each hour of service in active pay status, including all Employer-paid leave, but not during overtime status, a leave of absence without pay, layoff, disciplinary suspension, or any other unpaid leave. The maximum accrual for members in the bargaining unit shall be one hundred twenty (120) hours in any calendar year.

Section 25.2. An employee may request sick leave for the following reasons:

- A. Illness or injury of the employee or a member of his or her immediate family;
- B. Exposure of the employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Death of a member of the employee's immediate family (up to five [5] consecutive work days to attend funeral services
- D. Medical, dental, psychological, or optical examinations or treatment of the employee or a member of his or her immediate family which requires the employee's presence and which cannot reasonably be scheduled during non-working hours;
- E. Pregnancy, childbirth and/or related medical conditions.

For the purposes of this policy, "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-mother, step-father, step-child, legal guardian, or other person who stands in the place of a parent.

Section 25.3. The Employer shall require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. The Employer may require that the employee furnish a signed statement from a licensed physician justifying the use of sick leave in excess of two (2) consecutively scheduled shifts. Such physician's statement

shall include the nature of the illness or injury, the prognosis and the return to work date. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. The Employer maintains the right to investigate any employee's absence. The employee will be notified if the application for sick leave use is denied. However, employees who use sick leave for their own illness will be presumed to be on sick leave for the rest of their shift as well as the twenty-four period following the end of the shift for which they called off sick. During this entire period, employees are presumed to be at their residential property unless traveling to or from a medical appointment or pharmacy to fill prescriptions. It is presumed that the employee shall not work another job or participate in any other extracurricular activities for the duration of this entire period. These presumptions can be rebutted by either the employee or the Sheriff, depending upon the facts and circumstances.

Section 25.4. Notification by employees of sick leave shall be at least two (2) hours prior to the start of their regularly scheduled shift.

Section 25.5. The amount of sick leave time an employee may accrue is unlimited.

Section 25.6. Sick leave shall be charged by exact time missed to calculate to a regularly scheduled workday.

Section 25.7. Unauthorized use of sick leave shall include, but is not limited to, the following:

- A. Any violation of the provisions of this Article.
- B. Failure to properly or timely notify the Employer of any sick leave absence.
- C. Failure to properly or timely complete required sick leave forms.
- D. Failure to provide any practitioner's statement or other documentation when required to do so.
- E. Use or attempted use of any fraudulent practitioner's statement or other document.
- F. Any use or attempted use of sick leave for any reason other than the intent and purpose of this Article.
- G. Pattern or continued use or abuse of sick leave including, but not limited to, the following:
  - 1. Absence immediately prior to or immediately following the employee's scheduled days off.
  - 2. Absence immediately prior to or immediately following any paid vacation leave.

3. Absence during the pay period that includes a scheduled overtime shift or partial shift.
4. Absence on the day following pay day.
5. Absence on the same day of the week or absence on weekend days.
6. Partial day absences.
7. Continued pattern of maintaining a sick leave balance of thirty-two (32) hours or less.
8. Excessive absenteeism as defined below.

<b>Number of Occurrences:</b>	<b>Time Period:</b>	<b>Disciplinary Action:</b>
One (1) – Four (4)	12 Consecutive Months	None
Five (5)	12 Consecutive Months	Verbal Reprimand
Six (6)	12 Consecutive Months	Written Reprimand
Seven (7)	12 Consecutive Months	1 Day Suspension
Eight (8)	12 Consecutive Months	3 Day Suspension
Nine (9)	12 Consecutive Months	5 Day Suspension
Ten (10)	12 Consecutive Months	Termination

Note: Any discipline received in the previous twelve (12) months automatically progresses to the next level of disciplinary action regardless of the number of occurrences.

An occurrence is described as follows: Any sick leave used in excess of two (2) hours. One (1) occurrence could equal two (2) consecutive hours up to multiple consecutive days. For the purposes of the sick incentive program, no sick leave of any kind may be used to remain eligible for the personal day award with the exception of sick time usage resulting from an on duty BWC qualifying illness, injury or funeral leave will not be considered an occurrence.

Such uses of sick leave will justify investigations by the Employer and will support disciplinary action, unless the employee offers a reasonable explanation. Legitimate FMLA-qualifying situations do not constitute an occurrence.

The Employer agrees to a one (1) time sick leave reset of occurrences to zero (0) as of the signing date of the 2014 to 2016 Agreement.

Section 25.8. An employee may elect at the time of retirement from active service with the Employer, and with ten (10) to twenty (20) years of service with the County and eligible to receive PERS benefits, to be paid in cash for one-fourth (1/4) of the value of his or her accrued but unused sick leave credit up to one-fourth (1/4) of one hundred twenty (120) days, or a maximum cash out of thirty (30) days (or a total of two hundred forty [240] hours). An employee who retires from active service with the Employer, and who has more than twenty (20) years of service with the County and is eligible to

receive PERS benefits, may elect at time of retirement to be paid in cash for one fourth (1/4) of the value of his or her accrued but unused sick leave credit up to one-fourth (1/4) of one hundred eighty (180) days, or a maximum cash out of forty-five (45) days (or a total of three hundred sixty [360] hours). Such payment shall be based on the employee's rate of pay at the time of separation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time.

Section 25.9. Sick Leave Incentive Program. A bargaining unit employee shall earn one (1) personal day if he or she does not use any sick leave from January through April. If a bargaining unit employee does not use any sick leave from May through August, he or she shall earn one (1) personal day. If a bargaining unit employee does not use any sick leave from September through December, he or she shall earn one (1) personal day. To be eligible for the personal day incentive, Employees must be employed by the Clinton County Sheriff's Office for the entire four month period.

Requests for use of such personal leave shall be made in the same manner as requests for vacation leave. A personal day must be used within six (6) months of the date it was earned or it shall be forfeited unless the use has been turned down do to operational need at which time the employee will be paid for the hours earned and unused at straight time or can be saved for an additional ninety (90) days upon the Employees request.

If a bargaining unit employee has earned a personal day or days, he or she may use one (1) earned personal day per calendar year in an emergency fashion, with four (4) hours prior notice of such use.

## **ARTICLE 26**

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

Section 26.1. A catastrophic sick leave donation program is established to assist employees who are placed on a leave of absence due to an accident or long-term illness not job related, and who will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs. Further, this program shall not be used to extend, or exceed, FMLA leave, but it shall be used concurrently with FMLA.

Section 26.2. The catastrophic sick leave program can be utilized only if all of the following conditions are met.

- A. The Sheriff, or designee, shall determine and confirm that the injury or long-term illness is indeed catastrophic.
- B. A doctor certifies that a long term medical injury or illness exists and the employee is eligible for FMLA leave.
- C. The injury or long-term illness must require the employee to take at least thirty (30) consecutive days off.

- D. The employee must have worked for the Employer at least one (1) year.
- E. The employee shall not have been disciplined for sick leave abuse.
- F. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including, but not limited to, sick leave, compensatory time, and vacation time.
- G. All sick leave donations must be voluntary. They must be received by posting a request on the bulletin boards of the Employer and asking employees to consider signing their willingness to sign over some of their sick leave to the disadvantaged employee.

The opportunity for donations shall be posted for a period of seven (7) days. After this time no further donations may be made.

- H. No employee shall give less than eight (8) hours and no more than forty (40) hours to the donations program for any one (1) employee.

Section 26.3. Employees donating shall maintain at least one hundred twenty (120) hours of sick leave balance.

Section 26.4. Hours donated are donated on a one hour to one hour basis (i.e., payments shall be at the receiving employee's hourly rate of pay, not the donating employee's hourly rate of pay).

## **ARTICLE 27**

### **PAID LEAVES OF ABSENCE**

#### Section 27.1. Civic Duty Leave.

- A. The Employer shall grant full pay when an employee is summoned for jury duty during on-duty hours, by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be refused by the employee unless such duty is performed totally outside of normal working hours. Any compensation accepted by an employee while on normal work time shall be submitted to the Employer for reimbursement.
- B. An employee released from jury or witness duty prior to the end of his scheduled workday shall report to work for the remaining hours.
- C. Employees will honor any subpoena issued to them, including, but not limited to, those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings.
- D. An employee must request prior approval for civic duty leave in order for such leave to be granted. The Employer may require verification of the civic duty performed by the employee prior to authorizing payment for such leave.

- E. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters (e.g., traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc.). These absences, if approved, may be leave without pay or available vacation leave.

Section 27.2. Military Leave. The Employer will grant military leave in accordance with state and federal law.

**ARTICLE 28**  
**UNPAID LEAVES OF ABSENCE**

Section 28.1. Employees may be granted the following types of unpaid leaves of absence:

- A. Personal Leave of Absence Without Pay. The Employer may grant a personal leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. Employees will be required to use available vacation leave before this leave is requested. An employee on a personal leave of absence without pay does not earn or accrue sick leave or vacation leave and is not entitled to holiday pay.
- B. Disability Leave. A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave and earned vacation rights, provided the employee furnishes satisfactory medical proof of such disability along with this written request, and is:
  - 1. Hospitalized or institutionalized;
  - 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
  - 3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired or the employee is receiving Workers' Compensation benefits.
- C. FMLA Leave.
  - 1. Eligible Employees: Employees are eligible for Family Medical Leave (FML) if they meet the following criteria:

- a. Employee has been employed by the County for at least twelve (12) months; and,
  - b. Employee has been paid in work status with at least 1,250 hours of service during the twelve (12) month period immediately preceding the start of the leave. (Note: Paid vacation, sick leave, etc. does not count towards the 1,250 hours of service).
2. Eligible Leave: Employees who meet the above criteria are eligible for up to twelve (12) weeks of FML for any of the following reasons:
- a. Birth of a child, and to care for a newborn child.
  - b. Placement of a child by way of adoption or foster care.
  - c. The employee having a "serious health condition" that makes them unable to perform the functions of his or her job.
  - d. To care for the employee's spouse, son, daughter, or parent who has a "serious health condition."

DEFINITIONS:

Spouse: means husband or wife including common law marriages where/when recognized. Unmarried domestic partners do not qualify for Family Medical Leave to care for their partner.

Child: is a son or daughter, including a child eighteen (18) years or over, who is incapable of self-care because of a mental or physical disability.

Parent: means biological parent or an individual who stands in the place of a parent to the employee ("in loco parentis"). "Parents-in-law" and "Step-parents" may be considered as falling within the definition of "Parent" at the option of the employee.

Foster Care: is defined as placement of a child with the employee through a formal agreement for substitute care requiring state action, rather than an informal arrangement to take care of another person's child.

Serious Health Condition: means an illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence from employment for more than three (3) calendar days and involves care by a health care provider. Serious health condition also includes continuing treatment of chronic or long-termed incurable conditions and pre-natal care.

3. Request/Notification of Leave: When feasible, employees must submit a written request for leave thirty (30) days prior to the requested leave start date. In situations involving medical emergencies, etc., employees are to

submit their request as soon as possible, but not later than four (4) days after the beginning of the emergency situation.

Request for leave will include a brief description of the need for leave, identify who the leave is for, what relationship the individual is to the employee (e.g. employee, spouse, parent, etc.), and length of leave requested. Along with the request, the employee will also furnish the Appointing Authority with medical certification of the serious health condition from the physical/health care provider. The medical certification shall include the identity of the individual with the serious health condition, date on which the condition began, probable duration of the condition, and, if regarding the employee, whether the employee is unable to perform the essential functions of his or her job. Based upon the request for leave and the medical provider's certification, the Appointing Authority shall authorize or deny the request, or may, at County expense, require the employee to obtain a second medical opinion to confirm the leave request.

The Appointing Authority may designate that an employee's leave qualifies for and will be counted as Family Medical Leave. The Appointing Authority must make such designation prior to the starting of the Leave unless sufficient information as to the reason for the Leave is not available until after the Leave began.

4. Approval/Denial of Leave Request: The Appointing Authority shall notify the employee orally or in writing within two (2) business days as to the approval or denial of their FML Request, and that any sick or vacation leave will be set off against the Leave pursuant to the Appointing Authority's policy regarding same (see 5. below). Oral notice will be followed by written confirmation by payday following. If the Appointing Authority is late complying with these notice requirements, paid leave may only be set off against FMLA leave prospectively, once notice is given (see 5. below). The Appointing Authority shall note the starting and ending dates of leave, reinstatement procedures and utilization of accumulated paid leave. The Appointing Authority shall send a copy of this written notice to the County Auditor and Risk Manager and shall in turn notify the Insurance Carrier/Consultant. The Insurance Carrier/Consultant shall notify the employee as to the status of insurance coverage and the employee's contributions, if applicable.
5. Utilization of Accumulated Paid Leave: Employees are required to utilize accumulated paid leave for all or part of the FML twelve (12) week period. Accrued sick leave shall be utilized for conditions that are eligible for both R.C. 124.38 sick leave and Family Medical Leave Act. Unpaid FML shall be authorized when all eligible accrued paid leaves have been exhausted (sick leave, vacation). In other words, FML leave and paid leave for conditions that qualify under FML run concurrently. The entire

twelve (12) week FML is not tacked onto the end of the paid leave, just the remaining portion after the paid leave time is subtracted.

6. Leave Period: An eligible employee may take up to twelve (12) work weeks of FML leave during a twelve (12) month period. The twelve (12) month period shall be measured backward from any date of use.

Employees may request intermittent or reduced leave schedules to accommodate medically necessary treatment in connection with a serious health condition. Intermittent or reduced leave may not exceed the total hours an employee would have worked during their regular twelve (12) week schedule. If intermittent or reduced leave is approved, the Appointing Authority may require the employee to schedule the leave so as not unduly disrupt the Appointing Authority's operations or the employee may be placed in an alternate position which better accommodates the intermittent leave schedule.

When both spouses are employed by the County, they are entitled to an aggregate total of twelve (12) weeks of FML for childbirth, adoption placement or Foster Care. This limitation does not apply to FML taken by either spouse to care for the other spouse, a child or parent with a serious health condition.

7. Insurance Coverage: Employees are entitled to maintain the same health benefits during the FML leave. Employees are responsible for continuing to pay any share of the health care costs that they were responsible for prior to the leave.

Payment is due at the same time as it would be if made by payroll deduction (i.e., on pay day).

Should an Employee fail to return to work after his or her FML expires, the Appointing Authority may recover from the employee the County's share of health insurance premiums paid during the period of unpaid FML Leave. Insurance premiums may not be recovered if the employee fails to return to work due to the continuation, recurrence or onset of a Serious Health Condition or circumstances beyond the employee's control.

8. Reinstatement: Employees returning from FML shall be placed in their same position or an equivalent position with equivalent pay, benefits and conditions.

Employees whose FML was for their own personal medical conditions must, prior to reinstatement, submit a medical certification to their Appointing Authority as to their ability to return to work, subject to a second medical opinion as deemed necessary by the Appointing Authority or a third medical opinion as provided in the Family and Medical Leave Act.

Section 28.2. When an employee is ready to return to work following a disability leave of absence, he shall furnish a statement by his attending physician certifying the employee is able to perform essential functions of the position. The Employer reserves the right to have such employee's ability to perform the essential functions of the position verified by a second physician prior to permitting the employee to return to work. In the event the employee's attending physician and the second physician do not agree on the employee's ability to perform the essential functions of the position, the employee may request a third physician's opinion. Such third physician shall be Board Certified in Occupational Medicine and agreeable to both the employee and the Employer. The cost of such third opinion shall be submitted to the employee's insurance with any uninsured costs paid by the party requesting such examination. Such third opinion shall be binding on the parties. An employee who is unable to return to work at the end of an approved disability leave shall be given a non-disciplinary medical separation. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS law under this Agreement.

Section 28.3. The following regulations shall be applicable to leaves of absence without pay:

- A. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
- B. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, if qualified, or to a similar position if the employee's former position no longer exists. If the employee is not qualified to return to the position formerly occupied, the employee may be placed in a vacant position or, if no vacant position exists, the employee may be given a non-disciplinary separation. An employee shall not be considered unqualified for his former position solely due to training requirements missed during the leave of absence.
- D. An employee may return to work before the scheduled expiration of leave, if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be considered to have voluntarily resigned his position.

Section 28.4. The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the essential functions of his position. An employee found, by such physician, to be physically or mentally unable to perform the essential functions of his position with or without reasonable accommodation, may be placed on disability leave as described in Section 28.1 above.

Section 28.5. Except where specifically addressed otherwise in this article, where an examination is required by the Employer, the Employer shall pay any medical examination fees not covered by the employee's health insurance coverage.

**ARTICLE 29**  
**UNIFORM ALLOWANCE**

Section 29.1. Corrections Officers of the Clinton County Sheriff's Office shall receive a general uniform issue, and required equipment, as recommended by the Sheriff at the time of employment. Items of general uniform issue shall be replaced as needed, subject to the approval for such replacement by the Sheriff. It is understood the Employer will provide cleaning of uniforms and approved repair/alteration to uniforms at the Employer's expense. All uniforms issued are the property of the Sheriff's Office and shall be returned to the Sheriff or designee upon termination of employment, with the exception of footwear. Employees may, at their own expense, wear footwear purchased by them in lieu of wearing footwear provided by the Sheriff. Said footwear shall be an all black shoe or boot with a leather toe area, which is to be well maintained (No gym or tennis shoes). The Sheriff is not responsible for replacing an employee's personal footwear damaged in the course of employment. Corrections Officers attending court will wear the agency provided footwear.

Section 29.2. The Sheriff shall issue all bargaining unit members, who are trained in handcuff usage, handcuffs and a suitable pouch for carrying them on their belts during work hours.

Section 29.3. The Sheriff shall repair or replace prescription eyewear (up to two hundred dollars [\$200.00] value) and watches (up to fifty dollars [\$50.00] value), if damaged in the line of duty, so long as damage is not due to the employee's negligence. If, pursuant to criminal or civil action, an employee receives restitution for damaged prescription eyewear and/or watches, he or she shall reimburse the Employer for payments made in the preceding sentence. Any amount in excess of the Employer's payments will be retained by the employee.

**ARTICLE 30**  
**SAFETY**

Section 30.1. Safety Policy: The Employer shall make reasonable provisions for the safety, health and welfare of its employees. The employees agree to work cooperatively in maintaining safety in the Clinton County Sheriff's Office.

Section 30.2. Safe Equipment: The Employer agrees to discuss safety conditions and practices with employees. Employees are responsible for reporting unsafe conditions and practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the Employer.

When a member of the bargaining unit submits a defective safety item, or reports in writing a problem to his supervisor, the Employer or his designee shall respond within one (1) week to the employee's report.

Section 30.3. Health & Safety: Adequate first-aid equipment will be provided.

Rubber gloves and disinfectant soap or cream shall be available to all personnel who may come in contact with fluids containing blood pathogens through association with arrestee or prisoners.

The Employer will provide Hepatitis vaccinations at no cost to the employee. Employees will be provided with tetanus vaccinations and rabies vaccinations as/when needed at no cost to the employee. Employees being exposed to blood, or those subjected to possible exposure through contact with victims of AIDS, TB, and/or Hepatitis may request an AIDS, TB, and/or Hepatitis test, and such test or tests shall be provided at no cost to the employee. Except for the above referenced Hepatitis vaccinations, all provided vaccinations and/or tests are only authorized for actions, injuries, and/or exposure which occur while the employee is on duty.

Section 30.4. Bargaining unit members will only be required to transport adult misdemeanor inmates, with the exception of felony and juvenile inmates in emergency, life threatening situations. In an emergency or life threatening situation in which a bargaining unit member transports a felony, juvenile, mentally ill, or inmate under the influence of drugs or alcohol, a Deputy Sheriff will be immediately dispatched. Members will not transport mentally ill persons or persons under the influence of drugs and/or alcohol, unless it is an emergency or life threatening situation. Bargaining unit members will transport inmates to the common pleas clerk of courts for signature bonds.

### **ARTICLE 31** **DRUG/ALCOHOL TESTING**

Section 31.1. Drug/alcohol testing may be conducted on employees for pre-hire, pre-promotional, post-accident, follow-up, or reasonable suspicion.

Section 31.2. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures.

Section 31.3. Alcohol testing shall be done to detect drivers operating a motor vehicle or employees reporting for duty under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 31.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 31.5.

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed. If the results are negative, the employee will be reimbursed for the retest expense.

Section 31.6. The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

Section 31.7. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is: 1) covered by the employee's health insurance; 2) if no insurance coverage, the recovery program will be at the employee's expense. An employee who participates in a rehabilitation or detoxification program may be allowed to use accrued sick leave and/or vacation leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting up to one (1) time per quarter during the one (1) year period following his return to his position, or up to eight (8) times during the one (1) year period following his return to his position if additional tests are recommended by his substance abuse professional upon his return to his position. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 31.8. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 31.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

### **ARTICLE 32 SEVERANCE PAY**

Section 32.1. Any bargaining unit employee upon separation from employment with the Department shall receive a lump sum cash payment for all earned but unused vacation leave earned pursuant to the restrictions in the Vacation Article, holiday pay, and any other compensation due the employee for hours worked and not paid. Such payment shall be based upon the employee's rate of pay at the time of separation.

Section 32.2. In case of death of any bargaining unit employee, all payments set forth in Section 33.1 shall be converted to a lump sum payment based on the employee's rate of pay at the time of the employee's death, payable to the employee's designated beneficiary. If there is no valid designation of beneficiary the payment shall be made to the employee's estate.

Section 32.3. Payment for unused sick leave upon retirement is set forth in Section 25.8 of this Agreement.

Section 32.4. In the event of the death of an employee, his or her sick leave conversion per Section 25.8 of this Agreement shall be paid to his or her designated beneficiary, or, in the absence of a designated beneficiary, to his or her estate.

### **ARTICLE 33 TRAVEL EXPENSE REIMBURSEMENT**

Section 33.1. The Employer shall reimburse employees for expenses incurred by the employee while on official business outside of the County in accordance with the following:

A. Travel:

1. By County vehicles: actual expense upon presentation of receipts.
2. By employee's private vehicle: if approved by the Employer, at the rate set forth in the applicable County policy, unless the employee refuses to use an Employer-provided County vehicle.
3. By commercial travel (airline, train, bus, taxi): actual costs of fare upon presentation of receipts and with prior approval from Employer, unless pre-paid by the Employer.
4. Tolls and parking: actual costs upon presentation of receipts.

- B. Hotel/Motel: actual costs, if prior approval is received from the Employer and upon presentation of receipts, unless pre-paid by the Employer.
- C. Meals: actual expense up to a maximum of thirty-five dollars (\$35.00) per day and upon presentation of receipts.

Section 33.2. All expenses shall be filed on the Travel Expense Report with receipts attached.

#### **ARTICLE 34** **RESIDENCY REQUIREMENT**

Employees of the Clinton County Sheriff's Office are required as a condition of their continued employment with the Clinton County Sheriff's Office to have their place of abode in Clinton County or in any county adjacent to Clinton County and to be bona fide residents of Clinton County or in any county adjacent to Clinton County for the life of their employment with the Clinton County Sheriff's Office.

The Clinton County Sheriff may make exceptions to this policy upon written application and written approval by the Clinton County Sheriff.

New employees of the Clinton County Sheriff's Office must move into Clinton County or any county adjacent to Clinton County within three hundred sixty (360) calendar days from the start of their employment or face termination of their employment for failure to comply with the residency requirement.

Residency shall be defined as the place of abode where an individual sleeps at least four (4) nights per week and maintains his/her voter registration.

#### **ARTICLE 35** **APPLICATION OF CIVIL SERVICE**

Section 35.1. Except for the continued applicability of those subjects prohibited from negotiations by the provisions of ORC Chapter 4117, no section of the Civil Service Laws contained in Ohio Revised Code Sections 124.01 through 124.56 and ORC Section 325.19 shall apply to bargaining unit employees. It is expressly understood that the Ohio Department of Administrative Services and the Ohio State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit. All matters relating to employee's terms and conditions of employment shall be governed by the negotiated Agreement or, where the Agreement is silent, by applicable laws pertaining to wages, hours, and terms and conditions of employment for public employees.

#### **ARTICLE 36** **CONFLICT WITH LAW AND SEPARABILITY**

Section 36.1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement including the provisions of

O.R.C. Section 124.01 through 124.56 and 325.19. Where this Agreement makes no specification about a matter the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 36.2. The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

**ARTICLE 37**  
**WAIVER IN CASE OF EMERGENCY**

Section 37.1. In cases of emergency, declared by the President of the United States, the Director of Homeland Security, the Governor of the State of Ohio, the Sheriff or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

1. Time limits for the processing of grievances; and/or
2. Work rules and/or agreements and practices relating to the assignment of employees.

The Employer will temporarily suspend the time limits for filing of grievances for the duration of the emergency, as declared in Section 38.1 of this Agreement.

Section 37.2. Upon the termination of the emergency, should valid grievances exist, they shall be filed and processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

**ARTICLE 38**  
**DURATION**

Section 38.1. This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect through December 31, 2016.

Section 38.2. If either party desires to modify, amend, or terminate this Agreement, or to negotiate a successor agreement, it shall give written notification of such intent to the other party no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration of this Agreement. In the event no such timely notification is given, this Agreement shall automatically renew for periods of one (1) year, with the notification period always being no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration of said Agreement in any renewal year. Such notification shall be by certified mail with return receipt requested or electronically with the representative on file at the State Employment Relations Board. The parties shall commence negotiations

within three (3) calendar weeks upon receiving such notification.

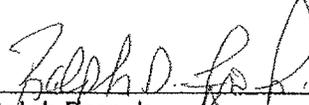
Section 38.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the FOP/OLC, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 7 day of MAY, 2014.

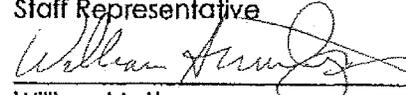
FOR THE CLINTON COUNTY SHERIFF:

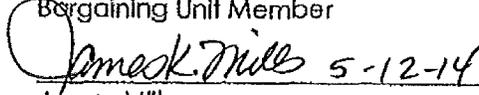
FOR THE FOP/OLC, INC.:

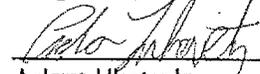
  
\_\_\_\_\_  
Ralph Fizer, Jr.  
Sheriff

  
\_\_\_\_\_  
Colonel Brian Prickett  
Chief Deputy

  
\_\_\_\_\_  
Mark Scranton  
Staff Representative

  
\_\_\_\_\_  
William Mutterspaw  
Bargaining Unit Member

  
\_\_\_\_\_  
James Mills 5-12-14  
Bargaining Unit Member

  
\_\_\_\_\_  
Adam Likovetz

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeffrey A. Stankunas, Esq.  
Isaac, Wiles, Burkholder & Teetor, LLC  
Attorneys for the Clinton County Sheriff

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

}  
} Case No(s): 13-MED-09-0992  
} (Corrections Officers)  
}

and,

CLINTON COUNTY SHERIFF,  
EMPLOYER.

}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet is attached.

Respectfully Submitted,



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

cc: Mr. Ralph Fizer, Jr., [rfizerjr@clintonsheriff.com](mailto:rfizerjr@clintonsheriff.com)