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***AGREEMENT
BY AND BETWEEN***

JACKSON COUNTY SHERIFF'S OFFICE

AND



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

LIEUTENANTS AND CAPTAINS

January 1, 2014 through December 31, 2016

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ARTICLE 1
AGREEMENT

Section 1.1 Purpose

This Agreement, entered into by the Jackson County Sheriff, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council Inc., hereinafter referred to as the "Labor Council" the "OLC", "FOP/OLC" or the "Union" has as its purpose the following:

- To promote cooperation, and orderly, constructive and harmonious relations between the Employer, its employees, and the Labor Council.
- 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 the wages, hours, terms, and other conditions of employment for those employees included in the Bargaining Unit as defined herein.
- To prevent interruptions of work and interference with the efficient operation of the Sheriff's Office.
- 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 Labor Council.

Section 1.2 Modification of Agreement

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

Section 1.3 Savings Clause

Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 2
RECOGNITION

Section 2.1 Recognition

The Sheriff hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours,

and other terms and conditions of employment for all full-time non-probationary employees that have been certified by the State Employment Relations Board in the following units:

All Full-time Lieutenants and Captains, SERB Case number 00-REP-04-0091

Section 2.2 Exclusions

All positions and classifications not specifically established herein as being included in a Bargaining Unit shall be excluded from currently established Bargaining Units.

Section 2.3 Single Agreement

It is understood that this Agreement is a single bargaining unit Agreement.

Section 2.4 Coverage

All Articles of this Agreement shall cover all classifications within the Bargaining Unit unless otherwise excluded by the specific language within a specific Article.

Section 2.5 New Positions

In the event that a new position is created within the Sheriff's Office, the Sheriff shall determine whether the new position will be included in or excluded from the Bargaining Units and shall so advise the Labor Council. If there is any dispute as to the Sheriff's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented. If the parties still do not agree, the Sheriff may implement his determination, subject to challenge by the Labor Council through the grievance procedure.

The Sheriff shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any Employee during the length of this Agreement, with the purpose of eliminating such Employees from the Bargaining Unit.

ARTICLE 3
DUES, FAIR SHARE FEE AND UNION BUSINESS

Section 3.1 Labor Council Dues Deductions

The Labor Council will notify the Employer annually of the dues it charges and its current membership, and will update this information as needed.

The Employer agrees to authorize the Auditor to deduct membership dues in the amount authorized (from the first paycheck of each month) from the pay of any Employee in the Bargaining Units who has authorized the same in writing.

Section 3.2 Payment to the Labor Council

All dues collected under Section 3.1 and Fair Share Fees under Section 3.4 by the Employer shall be paid to the Labor Council within thirty (30) days.

Section 3.3 Membership Cancellation

- A. A member may withdraw authorization for dues deduction by the Employer by directing his request in writing to the Employer and the Labor Council.
- B. Dues deductions shall cease upon the happening of any of the following events:
 - 1. Resignation or discharge of the Employee;
 - 2. Transfer of the Employee from the Bargaining Unit;
 - 3. Expiration of this Agreement.
- C. No other employee organization's dues shall be deducted from the pay of any Bargaining Unit member during the life of this Agreement.

The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee, the FOP, or the Labor Council arising from deductions made by the Employer pursuant to this Article, except the non-payment of funds deducted from the Employee's pay.

Section 3.4 Fair Share Fee

- A. Upon completion of sixty (60) days of employment, any Employee, both present and future, who has not authorized a dues deduction shall, as a condition of employment, pay a fair share fee as determined by the Labor Council, not to exceed the monthly membership dues.

All fair share fees deducted by the Employer from the pay of the Employee shall be forwarded to the Labor Council pursuant to Section 3.2 above. Any such deduction shall be subjected to the provisions set forth in Ohio Revised Code Section 4117.09.

- B. Any challenges to the Fair Share Fee shall be made according to Chapter 4117 of the Ohio Revised Code.
- C. It is further agreed that the Labor Council shall defend, and save the Employer harmless against any and all claims, demands, suits, other forms of liability which may arise out of or by reason of action taken or not taken in fulfilling the obligations imposed on the Employer under this Section except for failure to forward deducted fees.

Section 3.5 Bulletin Boards

The Employer shall provide bulletin board space for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices thereon which Employees may read when reporting to or leaving their work stations, or during their free time. Any notice or literature posted does not first have to be approved by the Employer.

The Labor Council agrees that notices shall be Labor Council related and no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any county employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material;
- F. Political material.

Section 3.6 Ballot Box

The Labor Council shall be permitted, upon prior written notification to the Sheriff, to place a ballot box at the Sheriff's Office for the purpose of collecting members' ballots on all Labor Council issues subject to ballot.

Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the Employer's review. Such balloting shall not interfere with work activities.

Section 3.7 Place for Meetings

Meetings of the committees of the Labor Council will be permitted on Sheriff's Office property when and where work is not interrupted by such meetings. The supervisor can interrupt such committee meetings in the event of an emergency.

Section 3.8 Non-Employee Representatives

Upon reasonable notice, non-employee representatives of the Labor Council shall be permitted to visit the work areas for the purpose of determining whether provisions of the Agreement are being observed, to attend meetings between the Employer and the Labor Council, and to consult with the Labor Council Associates provided it does not interfere with the operational needs of the Sheriff's Office.

The Labor Council shall be permitted to make contact with or telephone an Employee at the work place, provided it does not interfere with the operation of the Sheriff's Office. There is not to be any expense incurred by the Sheriff's Office by this contact.

Section 3.9 Labor Council Representatives

The Employer agrees to recognize four (4) Employee Labor Council representatives, referred to as Labor Council Associates, for the purpose of conducting Labor Council business as related to this Agreement. The chairman of the Bargaining Committee is the highest-ranking official. He will be permitted time off as set forth below during the work week to attend to Labor Council and Agreement matters within his capacity. During such service in this post, the Labor Council official shall continue his entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a Bargaining Unit member as though he were at all times performing his job related duties.

Section 3.10 Conditions of Release of Representative

During his term in office, the Labor Council official shall continue to be required to report daily to his supervisor at his assigned shift starting time, and he shall be required to apprise his supervisor of his whereabouts at all working times while he is performing the duties allowed by this Article.

The Bargaining committee chairman and/or his alternate may be granted time off, not to exceed ten (10) hours per month without the express consent of the Employer, to attend to Labor Council related activities. The Labor Council official will be required to drop or forego any of the activities allowed by this Article, upon the direction of his supervisor, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Labor Council business will not be unreasonably limited by his supervisor or the Employer, nor will the Labor Council official devote unnecessary Employer-paid time to these functions. None of the duties of the Labor Council Official herein described may be conducted on Employer-paid overtime hours.

In the absence of the highest ranking official, his designated alternate shall be entitled to all the privileges set out in this Section.

The Labor Council will notify the Employer, in writing, of the names of all representatives of the Bargaining Units and any changes which may occur.

Section 3.11 Conventions/Seminars

The Labor Council representative or his designee shall be granted two (2) days off with pay to attend the annual State Convention/Seminar. Such release time shall be requested in writing at least fourteen (14) days in advance. The Sheriff shall not withhold permission for the utilization of release time hereunder except in the event of an emergency.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 Management Rights

Except as specifically limited by this Agreement, the Employer reserves and retains each of its statutory and common law rights express or inherent. Such rights shall include, but are not limited to, those rights enumerated in Ohio Revised Code Section 4117.08 (B) and (C). Examples of such rights reserved to and retained by the Employer include, but are not limited to, the following:

- A. The sole right to hire, discipline, and discharge for just cause, layoff, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to establish or modify jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked.
- B. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Employer; available funds and budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Employer;
- C. To appoint, evaluate, assign, reassign, schedule, reschedule, train, retain, or reinstate employees;
- D. To direct, supervise, and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the composition and adequacy of the work force; and to select the personnel by which the Employer's operations shall be carried out;
- E. To maintain or increase the efficiency and/or effectiveness of Employer services; to relieve employees from their duties because of a lack of funds or lack of work; to schedule overtime; and
- F. To take appropriate action to carry out the functions, services, and programs in an emergency.

ARTICLE 5
NON-DISCRIMINATION
CONFORMITY TO LAW/GENDER

Section 5.1 Discrimination

Neither party will discriminate for or against any Bargaining Unit Employee on the basis of age, sex, race, color, creed, marital status, national origin, disability, political affiliation, affiliation with or non-affiliation with the Labor Council. It is agreed that neither a member nor the Union shall utilize the grievance or arbitration procedures of this Agreement in those situations where the member has determined to utilize other available remedies.

Section 5.2

This Agreement shall be subject to and subordinate to any applicable present and future federal and state laws, and the invalidity of any provisions(s) of this Agreement by reason of any such existing, or future law shall not effect the validity of the surviving provisions.

Section 5.3

This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provision of applicable law shall prevail.

Section 5.4

This Agreement is meant to conform to and should be interpreted in conformance with the constitution of the United States, the Constitution of the State of Ohio, and all applicable federal and state laws, including the Family Medical Leave Act. Should any provision of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal law, all other provisions of this Agreement shall remain in full force and effect.

Section 5.5

Upon written request by either party, the parties shall meet at mutually agreeable times in an attempt to modify the invalidated provisions of this Agreement through good faith negotiations.

Section 5.6 Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neutral genders, shall be construed to included 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 No Strike

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the Employer and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Jackson County. Therefore, the Labor Council agrees that neither it, its officers, agents, representatives, or any Employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement, provided the Employer is not in violation of Section 7.2 of this Article. The Employer agrees to notify the Labor Council by the telephone of any strike-related activity.

Section 6.2 No Lockout

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Labor Council as a result of a labor dispute with the Labor Council, provided the Labor Council members are not in violation of Section 7.1 of this Article.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1 Purpose

The Employer, the Labor Council, and the Bargaining Units recognize that in the interest of effective personnel management, a procedure is necessary whereby Employees can be assured of a prompt, impartial, and fair processing of their grievances.

Every Employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal.

It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 7.2 Grievance Defined

A grievance is any unresolved question or dispute regarding the wages, hours, and terms and conditions of employment of Bargaining Unit members, including but not limited to unresolved questions or disputes concerning the interpretation and application of this Agreement.

Section 7.3 Qualifications

A grievance can be initiated by the Labor Council or any aggrieved Bargaining Unit member.

Section 7.4 Jurisdiction

Nothing in this grievance procedure shall deny Bargaining Unit members any rights available at law to achieve redress or their constitutional rights.

Section 7.5 Representatives

The Labor Council representatives as described and defined in Article 3, Section 3.9 will serve as the grievance representatives for all purposes and in all situations specified in this Article. The Labor Council shall notify the Sheriff in writing of the names of the Labor Council representatives within thirty (30) days of their appointment.

The authorized functions of the OLC representative and a named alternate who shall serve as OLC representative in the absence or unavailability of the OLC representative shall include the following:

- A. Representing the Employee in investigating and processing grievances.
- B. Replacing a grievance representative who is absent or unavailable.
- C. General supervision and coordination of grievances in process on behalf of the Labor Council and of grievance representatives.
- D. Act as liaison between the Employer's representatives and the Labor Council on matters concerning grievances and this Agreement.

The OLC representative shall be released from his normal duties, upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits subject to the limitations in Article 3. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of the limits within which a grievant must appeal his grievance or have it heard. The OLC representative shall notify his supervisor in advance of such duties.

Section 7.6 Administration of Grievances

The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. All written grievances shall include:
 - the name and position of the grievant;
 - the specifics of the provisions of this Agreement involved in the grievance;

- the time and place where the alleged events or conditions giving rise to the grievance took place;
 - and a general statement of the grievance and the redress sought by the grievant.
- B. Each decision shall be transmitted to the grievant in writing. All decision appeals shall be rendered in writing at each step of the grievance procedure.
- C. If a grievance affects a group of Employees working in different assignments with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2.
- D. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the Labor Council, provided that the adjustment is not inconsistent with the terms of this Agreement.
- E. A grievant may, at his discretion, be accompanied at all steps of the grievance procedure by a representative of the Labor Council. However, the Employer shall notify the Labor Council of a grievance filed by a grievant who does not desire to be accompanied by a Labor Council representative.
- F. Witnesses for either party may be requested to attend any step of this procedure except the informal step. If the witness is an off duty employee, such employee may be called without loss of pay.

Section 7.7 Time Limits

Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be calendar days and shall be the maximum.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the Administration's decision on a grievance within the specified time limits shall cause the grievance to automatically proceed to the next step.

To encourage thoughtful responses at each step, the grievant/Labor Council and the Administration's designated representative may mutually agree at any step to time extensions. Any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual consent of the parties in writing.

All written grievances, notices of hearings, dispositions of grievances, and appeals shall be in writing and be hand delivered or mailed by certified mail, return receipt requested. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

Section 7.8 Grievance Procedure

A. Informal Procedure

A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor.

Such attempt at informal resolution shall be made by the member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred or within ten (10) calendar days of when the events or circumstances should have become known to the member-grievant. Grievances brought to the attention of the Chief Deputy or the Sheriff's designee (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing. If a supervisor grants a grievance at the verbal level, written acknowledgment of granting such grievance must be furnished. If the member is not satisfied with the oral response from the Chief Deputy or the Sheriff's designee, which shall be given within ten (10) calendar days of the submission of the grievance at this step, he may pursue the formal steps which follow.

B. Formal Procedure

Step 1. Sheriff

1. Should the member-grievant not be satisfied with the answer from the informal procedure, within ten (10) calendar days thereafter, the grievant or OLC Associate may appeal the grievance to Step 1 by reducing the grievance to writing on a form provided by the Labor Council and delivering it and any pertinent documents by hand to the Sheriff or his representative.

The Sheriff or his representative shall date the form, accurately showing the date his office received the form.

2. Within ten (10) calendar days of his receipt of the grievance form, the Sheriff, or his designated representative for this purpose, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the proper OLC Associate and the employee. The employee may bring the appropriate grievance representative(s) to the meeting. The Sheriff and the employee may bring any appropriate witnesses.

3. In the meeting called for at this step, the Sheriff, or his representative designated for this purpose, shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within ten (10) calendar days of the meeting at this step, the Sheriff shall submit to the proper OLC Associate and the employee his written response to the grievance.

Step 2. Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step 1, the Labor Council may request a hearing before an arbitrator. The request for arbitration shall be made within twenty-one (21) calendar days following either the receipt of the disposition of the grievance at Step 1 or the lapse of time in which the disposition should have been received under Step 1, whichever occurs first.

Within fourteen (14) calendar days of the request for arbitration, the parties will attempt to mutually agree upon an arbitrator. If such an agreement is not reached, then the parties shall request the Federal Mediation and Conciliation Services to submit a panel of arbitrators and within fourteen (14) calendar days of receipt of the list, will choose one (1) by the alternate striking method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall confine himself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his decision.

The questions of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary, shall attend without the necessity of a subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed, unless a time extension is mutually agreed upon. The decision of the arbitrator shall be final and binding upon the parties, except as is reviewable by provisions of the Ohio Revised Code.

Section 7.9 Miscellaneous

- A. In the event the Labor Council determines at any level of the Grievance Procedure that a grievance should not be carried further, the grievant may continue the procedure on his own.
- B. Any Employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.
- C. No employee may be represented in this grievance procedure by any union organization other than the Fraternal Order of Police, Ohio Labor Council, Inc., or its affiliates.
- D. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an employee participated in this procedure.
- E. The forms for processing grievances shall be made available through the Labor Council.
- F. The grievance procedure shall be considered the sole remedy for any unresolved question or dispute arising out of the Collective Bargaining Agreement or other employment related issue not involving a question of constitutional rights.

ARTICLE 8 INVESTIGATIONS AND DISCIPLINE

Section 8.1. Internal Investigations

- A. Any Employee who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law.
- B. Before an Employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge and read his Garrity rights. During interviews where an action of record may occur, if an Employee desires, he shall be given a reasonable opportunity to be represented by an appropriate Labor Council representative and/or an attorney before being required to answer questions.
- C. Any interrogation, questioning, or interviewing of an Employee will be conducted at hours reasonably related to his shift, preferably during, or immediately after his working hours, unless the situation dictates otherwise. Interrogation sessions shall be for

reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

- D. Either party may make audio tapes of interrogation sessions should they so desire. The party who wishes to make an audio tape shall tell the other party before the taping begins and will also indicate when the taping is finished. However neither party is required to make tapes and unavailability of taping equipment or inability of either party to make audio tapes shall not serve as a basis for postponement of interrogation sessions.
- E. When any anonymous complaint is made against an Employee, the Sheriff or his non-Bargaining Unit designee may investigate and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken.
- F. Any Employee, who is charged with violating Office Rules and Regulations will be provided access to transcripts, reports, records, lists, written statements, and tapes pertinent to the case at the time he receives notice of the charges.
- G. Any Employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.
- H. The Employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an Employee occurs wherein disciplinary action of record, (suspension, reduction, or removal) will or may result, the Employee will be notified when he is first questioned, that such result is possible.
- I. The Sheriff shall not, in the course of an investigation, obtain evidence through the use of threats or coercion.
- J. The Employer will not use a polygraph machine or other mechanical or chemical means to investigate the truth of statements made by members without the written consent of the member.
- K. Any person wanting to file a complaint against a Bargaining Unit member shall be required to reduce the complaint to writing and sign and date the complaint. Any non-criminal complaint received more than thirty (30) days from the incident or knowledge thereof shall be limited in disciplinary action to verbal and/or written reprimand. The Employer shall inform the complainant that any complaint that is filed, which after investigation is found to be untruthful, shall be forwarded to the Bargaining Unit member, who has the right to seek appropriate legal remedies.
- L. No more than five (5) days after a written complaint is received by the Sheriff, the Employee about whom the complaint is filed will be notified of same and provided with a copy of the complaint, unless the Employee is on approved leave.

- M. Investigations of a non-criminal allegation, that have resulted from a complaint being filed as specified above, shall be initiated within seventy-two (72) hours of the complaint being brought to the Sheriff's or his designee's attention.
- N. Any investigation begun pursuant to (M) above shall be completed no more than thirty (30) days from the date it was started, unless agreed to otherwise between the parties. If the investigation being conducted pursuant to (m) above will not be complete within the thirty (30) day time period, the Sheriff or his designee shall notify the employee.

Section 8.2 Disciplinary Procedure

- A. No Employee shall be disciplined except for just cause.
- B. Except in instances where the employee is found guilty of gross misconduct, the Employer shall apply discipline in a progressive, corrective and uniform manner.
- C. Normal progressive discipline shall consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, demotion, or discharge. A short term suspension is three (3) days or less and a long term suspension is four (4) days or more.
- D. The Employer may take corrective action deemed necessary by the circumstances on a case-by-case basis.
- E. The Employer agrees not to suspend, demote, or discharge an Employee without first conducting a hearing. This hearing is to be held between the Employer, his representative, the Employee and a Labor Council representative, if the Employee so desires. The member will receive a written statement of charges prior to the hearing. Hearings, where practical, shall be conducted at hours reasonably related to the employee's shift, such as during, immediately before or immediately after his working hours, except where the situation dictates otherwise.

The employee shall be given written notice of the hearing no less than forty-eight (48) hours in advance of the scheduled hearing time. Should the Employee's Labor Council representative be unable to appear at the scheduled time, the Employee will be given a reasonable continuance to obtain the presence of his Labor Council representative. The parties may by mutual written agreement continue the time and date of the hearing to accommodate schedule conflicts.

- F. Written reprimands, suspensions, demotions, or discharges are subject to the grievance procedure. Grievances of discipline shall begin at the formal level. When an oral reprimand is used as a basis for further discipline, such reprimand is considered reopened and subject to the grievance procedure. Written and verbal reprimands may only be processed through Article 8, Section 8.8 B (Formal Procedure) Step 1, (Sheriff), of the grievance procedure. If a member disagrees with the verbal or written reprimand, the member may write a memorandum to the Sheriff explaining the reason(s) for the disagreement. If the Sheriff concurs with the member's contentions, he shall remove the

verbal or written reprimand. If the Sheriff disagrees with the member's contention, he shall attach the member's memorandum to the verbal or written reprimand, note his disagreement thereon and place the verbal or written reprimand, with the memorandum attached, in the member's personnel file.

- G. The Employer agrees that all disciplinary procedures shall be carried out in a private and in a businesslike manner.

ARTICLE 9 **PERSONNEL FILE**

Section 9.1 Personnel File

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

- A. Every member shall be allowed to review his personnel file at any reasonable time upon written request. A member may also authorize his attorney or O.L.C. Staff Representative to review the personnel file. Such request shall be made to the Sheriff and review of the file shall be made in the presence of the Sheriff or his designated representative.
- B. Except for supervisory and administrative personnel with legitimate need to know, and except for the Civil Service Commission, administrative agencies and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be made available for review by anyone. No information in a member's personnel file will be shared with anyone outside the Sheriff's Office except name, place of employment, dates of employment, job classification, and pay range.
- C. Any member may copy documents in his file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual costs.
- D. If upon examining his personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the member's contentions, he shall remove the faulty document. If the Sheriff disagrees with the member's contention, he shall attach the member's memorandum to the document in the file and note thereon his disagreement with the memorandum's contents.
- E. Any Employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.
- F. Records of discipline shall cease to have force and effect or be considered in future discipline matters, providing there is no intervening disciplinary action taken during the time period, according to the following schedule:
 - 1. Written reprimands one (1) year after the effective date

- 2. Suspension, demotion two (2) years after the effective date
- 3. Discharge two (2) years after the effective date
- G. Outdated disciplinary records (pursuant to [F] herein) shall be removed from the personnel file and given to the employee.
- H. If a verbal reprimand or counseling is given to an employee, any record of it will be kept in the employee's training file.
- I. In any case in which an action of record is disaffirmed, the member's personnel file shall clearly reflect such disaffirmance and the material removed.

ARTICLE 10
LABOR/MANAGEMENT MEETINGS

Section 10.1

In the interest of sound Labor/Management relations, the Labor Council and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 2 below. Normally, meetings held according to this Article will be once every six (6) months unless matters of an urgent nature require additional meetings. No more than three (3) employee representatives of the Labor Council, three (3) representatives of the Employer and one (1) non-employee representative of the two parties shall be permitted to attend such meetings.

Section 10.2

The party requesting the meeting shall furnish an agenda and the names of the people who will be attending, along with the request for the meeting. Subjects that may be discussed at these meetings shall include, but are not limited to:

- A. discussing the administration of this Agreement;
- B. notifying the Labor Council of changes made by the Employer which may affect Bargaining Unit members;
- C. discussing grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminating general information of interest to the parties;
- E. giving the Labor Council representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. discussing ways to improve efficiency and work performance;

G. considering and discussing health, safety and training matters.

Section 10.3

Labor Council Employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regularly scheduled hours of work.

Written responses promised by the Employer representative during such meetings to items raised by the Labor Council representatives will be submitted to the top Labor Council representative who attended such meeting within two (2) weeks after such meeting, unless the parties mutually agree to a time extension. A copy shall be provided to the Labor Council Staff representative upon request.

ARTICLE 11
SENIORITY

Section 11.1 Defined

Sheriff's Office seniority means an employee's length of total accumulated service(s) with the Employer.

Classification seniority means an employee's total accumulated service within a specific classification, even if the service within that classification is not continuous, as long as there is no break in service with the Jackson County Sheriff's Office.

Section 11.2 Seniority List

A seniority list for the Bargaining Units shall be kept by the Employer and shall be updated yearly. A copy shall be made available to the Labor Council and will also be available for inspection in a location designated by the Sheriff.

Section 11.3 Break in Service

For purposes of determining seniority as described in Section 1 above, an employee will be considered to have a break in service for the following reasons:

- A. resignation;
- B. retirement;
- C. a leave of absence of greater than one (1) year, except for military call-up;
- D. a layoff of greater than three (3) years.

ARTICLE 12
LAYOFF AND RECALL

Section 12.1 Layoff Notification

When the Employer determines that a layoff or job abolishment is necessary due to lack of work or lack of funds, they will notify the effected Employees at least twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council the impact of the layoff on Bargaining Unit employees.

Section 12.2 Layoff

The Employer shall determine in which classification layoffs will occur and layoffs of Bargaining Unit employees will be by seniority. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

In the event two or more employees began work on the same day, their respective appointment times shall determine seniority listing.

All temporary, intermittent, part-time, or seasonal employees shall be laid off prior to any Bargaining Unit employees and in no case shall such non-Bargaining Unit employees be used in such a manner as to affect the functional layoff by denying Bargaining Unit member work to Bargaining Unit members.

Section 12.3 Bumping

Bargaining Unit members may bump into any classification in which they are both (1) qualified and (2) in which they have previously satisfactorily performed the duties in the Jackson County Sheriff's Office. Employees who elect to exercise their bumping rights must declare such intent in writing within five (5) calendar days of receipt of a lay-off notice.

In the event that "grandfathering" is no longer available or additional training is necessary due to changing OPOTA requirements, the Employer shall absorb the costs of any such additional training.

Section 12.4 Recall

When employees are laid off the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such Employees according to seniority, beginning with the most senior Employee and progressing to the least senior employee up to the number of employees to be recalled. An Employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff.

When the Employer recalls persons from the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Section 12.5 Recall Notification

Notice of recall shall be sent to the employee by certified mail with a copy to the Labor Council. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last address provided by the employee.

All members of the Bargaining Unit must be given the right to reinstatement before any temporary, intermittent, part-time, or seasonal, or new employees may be hired or recalled in the Sheriff's Office.

Section 12.6 Time Limits

The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work. The employee shall have up to fifteen (15) calendar days following the date of the employee's notification to the Employer in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 12.7 Probationary Period

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

ARTICLE 13 ORDERS, RULES, AND REGULATIONS

Section 13.1 Rules, Regulations and Orders

To the extent possible, the Sheriff agrees that amendments to Policies and Procedures shall be furnished personally to all members of the Bargaining Units in written form seven (7) days in advance of their implementation. The Labor Council or any members of the Bargaining Unit may request a meeting of the Labor Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Rules and Regulations shall be applied and interpreted consistently by the Employer and may not violate any provision of this Agreement.

Nothing contained in this Article shall be construed in any manner as a limitation on the Employer's right to alter its work rules, policies or directives.

There will be one (1) complete copy of the Sheriff's Office Jail Policies and Procedures to be located within the jail and available at all times for use by Bargaining Unit members who work

in the jail. There will be one (1) complete copy of the Sheriff's Office Road Operations manual, to be located within the Deputies' room and available for use by Bargaining Unit members.

When Employees receive the Policy and Procedure manual and any amendments thereof described in this Article, they will acknowledge receipt in writing.

ARTICLE 14

OCCUPATIONAL SAFETY AND EQUIPMENT

Section 14.1 Safety Policy

The Employer agrees to furnish and to maintain in safe condition all tools, facilities, vehicles and equipment and supplies he reasonably deems necessary to safely carry out the duties of each Office position, but reserves the right to determine what those facilities, vehicles and equipment shall be. Employees are responsible for reporting to the Employer any unsafe conditions or practice and for properly using and caring for all tools and equipment furnished by the Employer.

Section 14.2 Safe Equipment

The Employer will provide, at no cost to the employee, adequate rounds of ammunition to be used for in-service firing qualification.

Adequate first aid equipment and training will be provided.

At least twice a year every police cruiser will be taken to a service center for a complete mechanical/safety check.

All cruisers shall be equipped with a shotgun and extra ammunition for the shotgun. The Employer has a limited supply of shotguns and said weapons may need to be moved from cruiser to cruiser. No vehicle will be on patrol without a shotgun.

Section 14.3 Firearms Qualification

The Employer agrees to provide firearms qualification on an OPOTA approved course once each calendar year for all peace officer certified Bargaining Unit Employees. The Employer will provide 100 rounds of ammunition per member being certified during the qualification process.

Section 14.4 Minimum Staffing

The Employer shall maintain a minimum staffing of two (2) Road Officers per shift on duty in the County when possible. Supervisors for purpose of this section are considered Road Officers.

The parties may by mutual agreement address the issue of minimum staffing any time during the administration of this Agreement.

ARTICLE 15
HOURS OF WORK AND OVERTIME

Section 15.1 Intent

This Article is intended to define the hours of a work day, hours of work a week and to define the basis for the calculation of overtime.

Section 15.2 Work Day and Work Week

A work day shall normally consist of eight (8) or ten (10) consecutive work hours during a scheduled work shift including at least two (2) fifteen (15) minute breaks and, when feasible, a one-half (½) hour lunch period for Dispatchers to attend to personal necessities. Except to accommodate change of shifts or days off, a work week shall normally consist of five (5) or four (4) work days followed by two (2) or three (3) consecutive days off. Changes may only be made in order to meet emergency operational needs or to avoid overtime. Any change to a "four/tens" schedule will be agreed upon by the parties.

Section 15.3 Overtime

All hours worked in excess of forty (40) hours in one (1) week shall be paid at one and one-half (1½) times the Employee's regular straight-time hourly rate.

The workweek shall be computed between 12:01 a.m. on Monday of each calendar week and 12 o'clock midnight the following Sunday.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member or trading days off by mutual consent of members, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 15.4 Call-In Pay

"Call-in" occurs when a supervisor specifically requests an Employee return to work after completion of his regular schedule but before he is scheduled to return to work. When an Employee is called in, he shall be paid at the employee's overtime rate of pay for the time worked, but no less than four (4) hours pay.

Section 15.5 Court Time

For each required court appearance while off duty, Employees shall be paid at the overtime hourly rate for the actual hours at court, but no less than three (3) hours pay.

Section 15.6 Stand-By Status

Any employee who is placed on-call status by the Sheriff or his designee, and is required to remain on the Employer's premises, or at home or any other specific location to await a call when needed, is considered as being unable to use the time effectively for their own purposes and shall be considered to be working the entire time they are on call.

Section 15.7 Overtime Opportunities

- A. The Employer shall rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned provided it is in accordance with Article 35, Bargaining Unit Work for Bargaining Unit Members. The Employer shall post and maintain an overtime roster. This roster shall include a list of employees and an updated total of hours worked and hours refused by each employee. When Employees work overtime they shall receive one and one-half (1½) times their regular rate of pay for actual hours worked. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.
- B. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused. Refusal of such overtime opportunities must be by the effected employee.
- C. If after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, the Employer may fill the remaining manpower requirements for the overtime detail by mandatory assignment of any employee available.

Section 15.8 Compensatory Time Bank

Employees, at their option, may accumulate up to eighty (80) hours of authorized compensatory time. It is recognized that compensatory time is a form of payment for overtime and is optional with the employee. Time will accumulate at the rate of one and one-half (1½) hours for each overtime hour worked. Upon separation from service for any reason, employees shall be paid at their current rate of pay for all accumulated, but unused hours of time. When an employee dies while in paid status in the County service, any accumulated, but unused compensatory time to his credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Compensatory time hours may be taken in multiples of four (4) hours and will require prior approval of the Sheriff or his designee. Such approval shall not be unreasonably denied, in accordance with the Fair Labor Standards Act. Unused compensatory time shall be paid at the Employee's current rate of pay (1) year after being earned.

Section 15.9 Extra Duty/Special Duty

Any organization or agency which contacts the Employer seeking deputies for extra duty or special duty shall pay the appropriate rate to the Employer and the Employer shall pay the deputy(s) at the next regular pay period. Deputies on such assignments shall be considered to be on-duty. A separate extra duty-special duty roster shall be established for this Section. The standard procedures regarding overtime assignments shall be followed. This Section shall not prohibit auxiliary deputies from working the County Fair, Apple Festival or non-profit charitable events. If no regular deputy elects to fill the extra duty-special duty position, then the position may be offered to an auxiliary deputy.

Section 15.10 Shift Scheduling

A. Road Employees

The Sheriff agrees to continue his practice of working with road patrol employees in the scheduling of shifts. Provided there can be adequate patrol coverage, the Sheriff will bid all road patrol supervisor shifts every six (6) months.

B. Jail Employees

The Sheriff agrees to continue his practice of shift selection by classification seniority every six (6) months, starting in March, 2004 for employees in the jail.

ARTICLE 16 WAGES

Section 16.1 Wage Rates/Supervisor Differential

Correction Lieutenants shall receive \$0.90 per hour above the top paid above the Correction Sergeant. Patrol Lieutenants shall receive \$0.60 per hour above the top step Patrol Sergeant. Corrections captains shall receive \$0.60 above the top paid corrections lieutenant.

Each bargaining unit member shall receive a one-time payment of \$100.00 for a ratification vote in 2013 or 2014 payable within two (2) pay periods after ratification. If the teamsters receive a ratification bonus above \$100.00 this bargaining unit will receive the difference above \$100.00.

Section 16.2 Longevity

Bargaining Unit members with four (4) full years service shall receive the following hourly longevity payment:

<u>Years of Service</u>	<u>Longevity Payment</u>
4 - 5	15¢
6 - 9	05¢
10 - 13	05¢
14 - 17	10¢
18 - 21	15¢
22 +	20¢

Section 16.3 Shift Differential

Bargaining Unit Members who work between the hours of 2000 and 0800 shall receive ten cents (10¢) per hour differential.

Shift differential is paid for hours actually worked, and not for sick hours, vacation time, or compensatory time off.

ARTICLE 17
HOLIDAYS AND PERSONAL DAY

Section 17.1 Holidays

The following are designated as holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

Employees not scheduled to work on a holiday shall receive an additional day off in recognition of the holiday.

Employees scheduled to work on a holiday shall receive their overtime rate of pay for that day plus an additional day off. In lieu of receiving an additional day off an employee may opt to receive eight (8) hours of pay at his regular rate of pay for the holiday.

Days off for holidays shall be scheduled in the same manner as vacation leave.

Employees will be permitted to carry over three (3) unused holidays from one year to the next.

Section 17.2 Personal Day

Bargaining Unit members shall be entitled to three (3) personal days off with pay. Personal days must be used upon written request with prior approval with a minimum of twenty-four (24) hours advance notice on or before December 31st of each calendar year or this benefit will be forfeited.

ARTICLE 18
VACATION

Section 18.1 Amount of Vacation

Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Annual Leave Permitted</u>	<u>Amount Credited Per Biweekly Pay</u>
less than 1 year	0	
1 through 5 years	2 weeks (80 hours)	3.1 hours
6 through 10 years	3 weeks (120 hours)	4.6 hours
11 through 14 years	4 weeks (160 hours)	6.2 hours
15 through 20 years	5 weeks (200 hours)	7.7 hours
21 + years	6 weeks (240 hours)	9.3 hours

All vacation pay in accordance with the above schedule shall be paid at the employee's regular rate of pay.

Section 18.2 Vacation Eligibility

Vacation scheduling shall be arranged with the prior approval of the Sheriff or his designee. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of Sheriff's Office seniority. No portion of the year shall be automatically exempted from vacation approval.

Request for short periods of time must be submitted seventy two (72) hours in advance. The Sheriff or his designee may waive the seventy two (72) hours requirement.

Only two (2) Bargaining Unit members per classification shall be approved for vacation leave at any one time, and only three (3) Bargaining Unit members, regardless of their classification, will be approved for vacation leave at any one time. The employer shall be able to modify the above and use discretion based on operational needs when approving vacation leave for bargaining unit members.

Section 18.3 Additional Considerations

- A. At the end of each vacation year, a member in full-time status shall be paid for any vacation balances in excess of maximums fixed by this Article upon certification by the appointing authority that due to emergency work requirement, it is not in the best interests of the Employer to permit a member to take vacation leave. Absent the above certification the balances shall continue to accrue.
- B. A member in full-time status who is to be separated from employment through removal, resignation, retirement, or layoff and who has accrued, but unused vacation leave to his credit, shall be paid in a lump sum for all accrued, but unused vacation leave in lieu of granting such member a vacation leave after his last day of active service with the County.
- C. When a member dies while in paid status during County employment, any accrued, but unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse within two (2) weeks of the member's death, or to the estate of the deceased.
- D. Regularly scheduled annual vacation shall take precedence over casual vacation time. Employees shall be required to take at least five (5) days of their vacation on five (5) consecutive days; this is considered the Employee's regularly scheduled annual vacation. Any employee who takes vacation time of five (5) days or more shall be able to do so in conjunction with his regular days off.
- E. Vacation leaves may be taken in multiples of one (1) day up to thirty (30) consecutive days.
- F. No more than one (1) year's accrual of vacation may be carried over into a new calendar year except for inability to schedule vacation due to illness, injury, or for the Employer's convenience.
- G. Upon the completion of each calendar quarter, the Employer shall provide to each employee the number of hours of accrued sick leave and accrued vacation time to date. This notification shall be given with the paycheck for the pay period including the last day of the quarter.
- H. Vacation periods approved during the vacation selection period can not be re-scheduled within sixty (60) calendar days of the scheduled starting day, and will not be rescheduled, with the sole exception of a serious and prevailing public safety need such as flood, tornado or similar natural disaster, terrorist action, major strike, serious public or labor unrest, major criminal activity, or a prevailing need for the total resources of the Sheriff's Office to such an extent that the absence of one or two personnel would be deemed unreasonable by an average, prudent person of ordinary sensibilities without the consent of the member. In the event of such an exigent circumstance the Bargaining Unit member shall be reimbursed for any expenses, or deposits related to such reschedule that

can not be recovered. The Bargaining Unit member affected shall provide any necessary proof of loss available.

- I. Any Bargaining Unit member required to work on a scheduled vacation day shall, at their sole discretion, elect to:
 - a) receive overtime rate of pay as defined in Article 15 for all hours worked in addition to their regular vacation pay, or
 - b) receive credit for the vacation days lost and take that vacation time at a later date.

- J. After their first anniversary of employment, Bargaining Unit Members may cash out one half (1/2) of their accrued, but unused vacation leave, not to exceed two (2) weeks (80 hours), during the first pay period of December each calendar year.

ARTICLE 19
SICK LEAVE

Section 19.1 Use of Sick Leave

Sick leave may be requested for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family that requires the employee's presence.
- B. Exposure of an employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of an employee.
- D. Childbirth and/or related medical conditions.

An employee requesting sick leave shall cause notification to be made to his immediate supervisor or other designated person of the facts and the reason one (1) hour prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements have been made with the supervisor, or the employee is unable to report. The Employer may require an employee to furnish a signed statement to justify the use of sick leave.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave and vacation leave may, at the discretion of the Employer, be granted an unpaid personal leave of absence not to exceed six (6) months.

Section 19.2 Donation of Sick Leave

Any employee may receive up to fifteen (15) days of sick leave from fellow employees, if granted by the Sheriff or his designee, during any calendar year for use in cases of catastrophic illness or injury once the Employee's sick leave has been exhausted. The use of this transferred sick leave shall only occur after the employee has spent three (3) consecutive days on leave due to catastrophic illness or disability regardless whether paid or unpaid.

Section 19.3 Accrual of Sick Leave

For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved paid leave, and hours on paid sick leave.) The amount of sick leave time any one (1) employee can accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

Section 19.4 Transfer of Sick Leave to Vacation

An Employee maintaining a minimum of six hundred (600) hours of accumulated sick leave may annually transfer up to eighty (80) hours to vacation or elect to receive payment for up to eighty (80) hours at their hourly rate at the time the payment is made.

Requests for the eighty (80) hours to be transferred to vacation must be made pursuant to the provisions of Article 18, Vacation Leave. Requests for the eighty (80) hours to be received as payment must be made by December first of the year prior to when payment is to be made, and payment will be made with the second payroll check of the year in which payment is to be made.

Section 19.5 Credit for Prior Service

Employees who transfer between departments or agencies or from other public employment, or who are re-appointed or reinstated within ten (10) years of prior public service employment, will be credited with unused balance of sick leave. All employees will be eligible for payment of sick leave at time of retirement up to a maximum of thirty (30) days. When an employee passes away while in active employment, the surviving spouse or estate of the deceased will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

Section 19.6 Immediate Family

For the purposes of this Article, immediate family is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, half-brother, half-sister, step-parent, step-sibling, step-grandparent, step-grandchild or any dependent person living in the same household on a continuous basis.

Section 19.7 Line of Duty Death Payment of Sick Leave

A Bargaining Unit member killed in the line of duty while performing a law enforcement function will receive one hundred percent (100%) of their accrued, but unused sick time paid in accordance with the Severance Article of this Agreement. Compensation under this Section will be made in increments of the total accrued time not to exceed two hundred forty (240) hours paid ASAP after the event. The balance of the remaining accrued sick time will be paid as soon as practical but no later than eighteen (18) months after the event. Examples of a qualifying line of duty death would be the member succumbs to injuries from an assault or a traffic accident.

Section 19.8 Sick Leave Abuse

Any abuse or suspicious pattern of sick leave use may result in the denial of leave, disciplinary action or both. Further, falsification of an application for sick leave or a physician's statement, or failure to submit adequate proof of illness or injury may result in disapproval of leave, disciplinary action or both.

Any use of sick leave on the day of, day before or day after the holiday will result in the loss of holiday pay and time accumulation for that holiday. This does not apply to scheduled sick time.

ARTICLE 20
LEAVE

Section 20.2 Funeral Leave

Employees shall be entitled to funeral leave which shall not be chargeable to accumulated sick leave on the following basis:

- In the event of the death of a spouse, child, parent, brother, sister, or their step or in-law equivalent, three (3) funeral leave days.
- In the event of the death grandparent, grandchild, or grandchild-in-law, or their step equivalent two (2) funeral leave days plus one (1) sick leave day.
- In the event of the death of other relatives where the employee attends the service, one (1) sick leave day may be used.

Sick leave may also be permitted for travel to and from the services.

Section 20.2 Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods of time not to

exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year.

The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service shall be in one (1) continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob control, riot control, flood control, civil defense, or similar duties when so ordered by the Governor to assist civil authorities.

A member qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours at his or her regular compensation rate less whatever compensation the member may receive for such military service. If the member's military compensation exceeds the compensation the member is otherwise entitled to from the Employer, the member will not be entitled to any additional compensation from the Employer.

Section 20.3 Leave of Absence

Upon the written request of a permanent employee, the Employer may grant the employee a leave of absence without pay in accordance with the following:

- A. The maximum leave without pay shall not exceed one (1) year.
- B. An employee shall submit to the Employer pertinent information relating to the reason for which the leave is requested.
- C. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.
- D. Upon completion of a leave of absence, the employee is to be resumed to the position formerly occupied or another position at a similar level should the original position be abolished.
- E. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.
- F. An employee on unpaid leave does not earn sick or vacation leave credit. However, time spent on leave shall be considered in determining length of service for purposes where seniority is a factor.

Section 20.4 Special Leaves

A. Jury Duty Leave

A Bargaining Unit member, while serving upon a jury in any court of record, will be paid at his regular salary for each of his work days during the period of time so served. Time

so served shall be deemed active and continuous service for all purposes. Any fees received for such duty shall be remitted to the Employer.

B. Examination Leave

Time off with pay shall be allowed to Bargaining Unit members to take a required examination pertinent to their employment.

Section 20.6 Injury Leave

Any employee who is disabled because of an injury suffered in the performance of law enforcement activities on behalf of the Sheriff, shall receive paid injury leave for absences due to the injury, which shall not be deducted from sick leave.

Active performance of law enforcement duties does not include duties which are the same or similar to duties which are normally performed by other County employees, but rather are duties that are particular to the Jackson County Sheriff's Office.

Examples of the active performance of law enforcement duties are:

- Officer responding to an emergency call or in pursuit of a subject,
- Officer checking a suspicious vehicle, incident or issuing a citation is injured by any means would be covered by injury leave.

Officer walking across parking lot falls and injures himself would not be eligible for injury leave. Injuries resulting from horse play or gross negligence are not grounds for injury leave.

ARTICLE 21
UNIFORM AND EQUIPMENT ALLOWANCE

Section 21.1 Uniforms

The Employer agrees to continue the existing policy of providing and replacing uniforms in proper sizes for all Bargaining Unit employees of the Sheriff's Office.

The Sheriff or his designee agrees to examine any badges brought to his attention, determine their presentability, and take reasonable steps to maintain all badges in presentable conditions.

The Employer agrees to make every reasonable effort to provide women's cut uniforms for female employees.

Section 21.2 Personal Items

The Sheriff will provide the reimbursement of employee personal items damaged while the employee is on duty. (e.g. eyeglasses, watches, rings, dentures) to a maximum of three hundred dollars (\$300.00) per year, per employee.

Section 21.3 Dry Cleaning

The Employer shall continue the procedure to provide necessary dry cleaning of uniforms at no cost to the employees. These are Sections under the reasonable discretion of the Sheriff in order to maintain a professional appearance.

The parties agree that during the term of this Agreement that implementation of this provision (Section 21.3) will be deferred until such time as the Sheriff's Office budget increases by at least five percent (5%).

Section 21.4 Uniform Issue

The Employer agrees that over the life of this Agreement every reasonable effort will be made to provide each employee the items listed below as needed.

Section 21.5 Uniform Issue for Road Employees

- 3 winter shirts with patches
- 3 summer shirts with patches
- 3 Trousers
- 1 Tie clasp
- 1 Name bar
- 1 Breast badge
- 1 Hat badge
- 1 Winter hat
- 1 Summer hat
- 1 Hat rain cover
- 1 Winter coat with patches
- 1 Gun belt with attachments
- 1 Holster
- 1 Handcuffs with keys
- 1 Handcuff case
- 1 Double magazine pouch
- 1 Whistle and chain
- 1 Mace and holster
- 1 Nightstick or ASP baton with carrier
- (Only when the member is certified to carry this equipment)
- 2 Belt keepers
- 1 Body armor vest
- Complete set of brass buttons and collar brass
- Acorn and hat strap
- 1 Shoes or boots
- 1 Identification card
- Any other required uniform items

Section 21.6 Uniform Issue for Corrections Employees

- 3 BDU Trousers
- 3 black BDU long sleeve tactical shirts
- 1 windbreaker with appropriate markings
- Boots
- duty belt
- handcuff case
- key holder
- mace and mace holder
- ID card and ID card holder
- belt keepers
- rubber glove pouch
- pocket CPR mask and holder
- Radio holder

Where applicable, equipment for jail employees shall be nylon.

Section 21.7 Boots

Boots will be supplied. Any Employee who desires a different style shoe or boots shall receive prior approval from the Sheriff or his designee. The requesting Bargaining Unit Member shall be responsible for any possible difference in the cost between the issue foot wear and the approved alternate footwear. All other required Uniform items shall be supplied by the Employer.

ARTICLE 22
INSURANCE

Section 22.1

The Employer shall offer group medical insurance coverage, including major medical, vision, dental and life, to each employee in the bargaining unit upon the same terms and conditions as is offered to other employees whose coverage is provided from the “general fund” of the County.

It is agreed and understood that the schedule of benefits for employees shall be as set forth in such health plan or plans offered, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider. Furthermore, modifications to co-payments and/or deductibles shall not be

deemed a modification of coverage.

The Union recognizes the right of the County to secure alternate insurance carriers and/or modify coverage. It is further agreed and understood that the Employer may modify the terms of coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

The County recognizes the right of the Union to review any proposed changes in carriers or coverage. The County agrees to meet with the Union concerning the impact of any potential changes in health insurance. It is agreed that the County shall not institute any changes without providing the Union at least thirty (30) days notice.

The County and the Union agreed to maintain a joint Labor/Management Committee to address concerns pertaining to health insurance. The Joint Committee may request the presence of the insurance consultant to be present from time to time.

Section 22.2 Premiums

Employees in the bargaining unit are required to contribute through payroll deduction to the premium costs for the insurance plan or plans provided. The employees shall contribute 10% of the monthly premium amounts as their share of health insurance premiums.

Section 22.3 Eligibility

Employees in the bargaining unit shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan.

Any employee who has a spouse employed by any other "public employer", who is eligible for and/or who has coverage under a plan provided by the County or any other "public employer" whether of the County or otherwise shall not be eligible for dual coverage under any plan offered by the employer. Employees covered under such other plans shall, in consideration of coverage under such plans, be entitled to receive payment equal to 50% of the increased premium costs associated with their coverage under such plans.

Other opt-out/opt-down options include:

A. An employee may elect to opt-out of the Employer's health insurance annually if he or she can demonstrate coverage by another health insurance plan, in which case s/he shall be compensated in a lump sum amount equal to fifteen percent (15%) of the annual plan savings for the coverage period, which shall be payable in December of the year in which the employee opted out, or

B. An employee may elect to opt-down to a less expensive coverage (such as changing from family coverage to single coverage) for a compensation of fifteen percent (15%) of the plan savings, which shall be payable in December of the year in which the employee opted down.

An employee who obtains other coverage, whether through a spouse who is publicly employed or through a spouse who is employed in private industry or otherwise, may elect the opt-out or opt-down options described in A or B, above.

If an employee and their spouse both work for the County, the employee is not eligible for the opt-out if the spouse is carrying the county insurance.

Section 22.4 Life Insurance.

The employer shall furnish to each employee, at no cost to the employee, a twenty thousand dollar (\$20,000.00) term life insurance policy, with standard double indemnity coverage.

ARTICLE 23
WORK OUT OF CLASSIFICATION

Any Employee who is temporarily required to perform work at a higher paying Bargaining Unit classification and performs the responsibilities of the higher paying position for one (1) hour shall be paid at a rate of compensation equal to that normally paid for the higher paying position for all hours worked in the higher ranking position during that workday.

ARTICLE 24
EXPENSES

Section 24.1

The Employer shall reimburse employees for all reasonable job related expenses incurred while on official business and while working on assigned special details. The employees must submit necessary receipts along with the request for payment.

Section 24.2

Reimbursement for hotel/motel expenses shall be provided at actual cost if prior approval is received from the Sheriff and upon presentation of receipts. When on authorized out of County business or training for twenty-four (24) hours or more, and upon presentation of receipts, employees shall be reimbursed up to a maximum of thirty dollars (\$30.00) per day or County standard whichever is higher for meals, if arrangements have not been made by the Employer for meals at the training sessions or other business. Actual expenses for tolls, parking, or commercial transport will be reimbursed upon presentation of receipts. Overnight hotel/motel stays, and commercial transport other than taxi, metro transit bus or subway requires prior approval of the Sheriff.

Section 24.3

When possible, the Sheriff will provide a County vehicle for the conduct of official County business. However, when an employee is required to use their personal vehicle, the Employer agrees to pay mileage at the Internal Revenue Service rate per mile or the County standard, whichever is greater. In addition, the Employer agrees to abide by the provisions of Ohio Revised Code § 2744 in regards to employee liability when using their personal vehicle. It is understood that the County and the Employer will not be responsible for damages to the

employee's personal vehicle, as the cost of personal property damage insurance is considered in the reimbursement for mileage.

Section 24.4

The Employer agrees that in the event an employee is required to use their personal vehicle in the performance of their assigned duties, and the employee is involved in an accident which damages their personal vehicle, the Employer will reimburse the employee up to a maximum of \$500.00 for the deductible on their personal auto policy, under the condition that the employee was reasonably abiding by all state and local laws and by department policies at the time of the incident.

ARTICLE 25
SEVERANCE PAY

Section 25.1 Payment of Wages and Vacation Leave

An Employee who leaves the employment of the Employer shall receive payment for all hours worked but unpaid, all hours credited but unpaid, and any earned but unused vacation leave.

Section 25.2 Payment of Sick Leave

An Employee who retires shall be entitled to sick leave conversion with a payment according to the following schedule:

<u>Number of sick leave hours accumulated, but unused</u>	<u>Percent of those accumulated but unused sick leave hours paid out</u>
up to 300 hours	100%
up to 300 additional hours	50%

Section 25.3 Payment upon Death of an Employee

In the event of the death of an Employee, any severance pay to which the employee would have been entitled shall be paid directly to the designated beneficiary, or to the Employee's estate, if no beneficiary is named.

ARTICLE 26
PAID ABSENCE DAYS

Section 26.1 Earning Paid Absence Days

Any employee in an active work status and who does not utilize any of his sick leave for any one hundred twenty (120) consecutive calendar day period, shall be entitled to one (1) paid absence day. The one hundred twenty (120) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends one hundred twenty (120) calendar days thereafter.

Section 26.2 Use of Paid Absence Days

Paid absence days off must be requested seven (7) calendar days in advance and are subject to approval based upon the work load requirements of the Employer. The Employer may, in special circumstances, waive the seven (7) day advance notice requirement.

Section 26.3 Forfeiture of Paid Absence Days

Paid absence days must be taken within one (1) year of the date of earning; if not taken within one (1) year, the day shall be paid to the employee.

ARTICLE 27
PERSONALLY OWNED HANDGUNS

Personally owned handguns destroyed or damaged in the line of duty, or stolen during the course of performance of active duty, and which loss, destruction or damage is not the result of willful misuse or willful negligence, shall be repaired or replaced by the Employer. The Sheriff shall have the authority to approve or disapprove repair or replacement as necessary. The replacement shall be limited to a maximum of five hundred dollars (\$500.00).

ARTICLE 28
RETIREMENT

Section 28.1

Retired employees in good standing shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said credentials with the term "Retired", and/or other reasonable restrictions.

Section 28.2

If attendance is requested by the State Retirement System, an employee who is within twelve (12) months of retirement may be granted a working day, to be deducted from compensatory

time or vacation time, to correlate any retirement affairs. Verification of attendance may be required by the Employer.

Section 28.3

The paid absence day in this Article may be used only once per an employee's career.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

Section 29.1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Jackson County Sheriff, or the Federal or State Legislature, such acts of God or civil disorder, the following conditions of this Agreement shall automatically be temporarily suspended:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignments of employees.

Section 29.2

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

ARTICLE 30
PROBATION

Newly hired employees shall serve a probationary period of one (1) year during which time they may be removed without just cause.

Employees changing classifications shall serve a probationary period of six (6) months during which time they may be removed to their previous position without just cause. Removal to their previous position shall be without loss of seniority.

ARTICLE 31
PROFESSIONAL INCENTIVES

Section 31.1

All eligible personnel will receive the following incentives:

<u>Degree/Training</u>	<u>Amount per Hour</u>
Associates Degree	15¢
Satisfactory Completion of PELC or Supervisor Training, which training must be a minimum of three (3) weeks duration	10¢
Bachelors Degree or completion of Northwestern, SPI, FBI National Academy	25¢
Graduate Degree	35¢
Field Training Officer (FTO) or Instructors	20¢

Section 31.2

Degrees indicated must be granted from an accredited academic institution. The degree benefits do not pyramid; the member will receive either benefit in the first pay period after eligibility for the degree attained.

Instructor or FTO compensation will be made only for those hours of work where the employee is either planning or actually performing instructor duties.

Section 31.3

Bargaining Unit members must have completed their initial probation to be eligible for incentives.

Section 31.4

The Employer shall schedule a minimum of two (2) Bargaining Unit Members per year to attend supervisor school.

ARTICLE 32
MID-TERM BARGAINING

Section 32.1 Mid-Term Bargaining

The parties to the Agreement may by mutual agreement elect to bargain additional issue(s) under the guidelines of O.R.C. § 4117, Collective Bargaining for Ohio Public Sector Employees. If the parties fail to reach an agreement, as to any additional issue(s) they agreed to bargain, the parties agree to submit the issue(s) directly to arbitration in accordance with the provisions of this Agreement.

ARTICLE 33
PAST PRACTICE

The Employer and the Labor Council acknowledge that certain customs and practices presently exist with respect to the operation of the Sheriff's Department that are too detailed to be set forth herein. Those past benefits or practices that have been continuous, known and sanctioned by the Employer, but not incorporated into this Agreement, which practice affects wages, hours of work, terms and conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the Union take place. For those past benefits or practices which fall within Management Rights, as set forth in Article 4 herein, the Employer agrees not to unilaterally alter them without notice to the Labor Council when practicable.

ARTICLE 34
BARGAINING UNIT WORK FOR BARGAINING UNIT MEMBERS

Section 34.1

All Bargaining Unit work shall be worked by Bargaining Unit Members. If the need for Overtime work exists the members shall have first option within their respective classifications to work overtime. The Employer will not contract or privatize Bargaining Unit Work when such action would displace or cause a lay off of Bargaining Unit Members.

Section 34.2

The Employer and the Union recognize that extraordinary circumstances such as court ordered additional deputies, special jury venues, special skills, and other circumstances outside the day to day duties of the Sheriff's Office may arise. The Employer reserves the right to use available manpower from other sources for these situations.

ARTICLE 35
DURATION OF AGREEMENT

Section 35.1 Duration

- A. This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until December 31, 2016.

- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt or by electronic transmission. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.

ADDENDUM A
WAGE SCALES

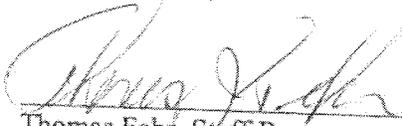
- A. An addendum shall be developed and distributed to all bargaining unit members upon completion of the teamsters contract.

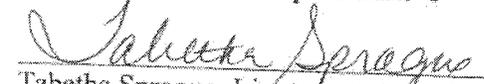
- B. Wage rates shall be effective January 1 of each year and wage rates that are held up due to the teamsters contract shall be retroactive to January 1 of the year in which the new rates would have taken effect.

SIGNATURE PAGE

Agreed to this 13TH day of FEBRUARY, 2014.

For FOP/OLC, INC.:


Thomas Fehr, Staff Representative


Tabetha Sprague, Lieutenant Associate


Rodney Shepherd, Road Lieutenant

For JACKSON COUNTY SHERIFF:


Tedd E. Frazier, Sheriff


Robert Chalfant, Major


Donnie Willis, Jail Administrator

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

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

and,

JACKSON COUNTY SHERIFF,
EMPLOYER.

}
} Case No(s): 13-MED-09-1067
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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: Ted Frazier, tfrazier@jackson.so.org