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HURON COUNTY
COMMISSIONERS

Agreement Between

**THE HURON COUNTY SHERIFF
and
FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL**

Office Staff

Effective January 1, 2014 through December 31, 2016

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PREAMBLE

This Agreement entered into by the Huron County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the "F.O.P.-O.L.C.," has as its purpose, to comply with the requirements of Chapter 4117 of the Ohio Revised Code; 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; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1 UNION RECOGNITION

Section 1.1. The Employer recognizes the F.O.P.-O.L.C as the sole and exclusive representative for those employees of the Employers in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in the classifications of full time secretaries, assistant office managers and office managers.

Section 1.2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

Section 1.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.4. The Employer will furnish the F.O.P.-O.L.C. with a list of all employees within the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished not less than annually and will be supplemented by the names of all new employees hired not less than quarterly.

Section 1.5. In the event a new clerical support position is created within the Department, the Employer shall determine whether the new position will be included or excluded from the bargaining unit and shall so advise the F.O.P.-O.L.C. in writing. If the F.O.P.-O.L.C. disputes the Employer's determination of bargaining unit status, the F.O.P.-O.L.C. shall so notify the Employer in writing, and the parties shall meet in an attempt to resolve their disagreement within thirty (30) calendar days from the F.O.P.-O.L.C.'s notification to the Employer. If the parties are unable to reach agreement, either or both parties may submit the matter to the State Employment Relations Board (SERB) as necessary for resolution pursuant to the applicable provisions of Revised Code 4117.

ARTICLE 2 DUES DEDUCTION

Section 2.1. The Employer agrees to deduct F.O.P.-O.L.C. membership dues, fees and assessments in accordance with this article for all employees eligible for membership in the bargaining unit.

Section 2.2. The Employer agrees to deduct regular F.O.P.-O.L.C. membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct F.O.P.-O.L.C. dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees or assessments. The F.O.P.-O.L.C. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the F.O.P.-O.L.C., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.-O.L.C.

Section 2.4 All employees covered by this Agreement who have completed sixty (60) days of employment with the Employer or upon completion of sixty (60) days of employment with the Employer, and have not become Union members, shall pay a "fair share fee" not to exceed the Union's regular monthly dues as a condition of employment with the Employer.

Section 2.5 The Employer will supply to the FOP, Ohio Labor Council, a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the FOP, Ohio Labor Council, 222 East Town Street, Columbus, Ohio, 43215. Dues shall be paid to the FOP/OLC in the first week of each month.

Section 2.6 Any unit member of, and adhering to established and traditional tenets and teaching of a bona fide religion or religious body, which has historically held a conscientious objection to joining or financially supporting an employee organization, and is exempt from taxation under the provisions of the Ohio Revised Code, shall not be required to join or financially support an employee organization as a condition of employment. The unit member shall submit proper proof of religious conviction to the State Employee Relations Board (SERB), and if the Board shall declare the employee exempt from becoming a member of or financially supportive of an employee organization, the employee shall be required, in lieu of the "fair share fee" to make a payment to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay a "fair share fee". The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement.

Section 2.7. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by

the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the F.O.P.-O.L.C..

Section 2.8. The Employer shall not be obligated to make dues or fees deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of F.O.P.-O.L.C. dues.

Section 2.9. The parties agree that neither the employees nor the F.O.P.-O.L.C. shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P.-O.L.C. dues deduction would normally be made by deducting the proper amount.

Section 2.10. Deductions provided for in this article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any F.O.P.-O.L.C. member during any particular month, the Employer, upon written verification of the union, will make 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 F.O.P.-O.L.C. member.

Section 2.11. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the F.O.P.-O.L.C. during January of each year. One (1) month advance notice must be given the payroll clerk prior to making changes in an individual's dues deductions.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Sheriff's Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause; to maintain order among employees;
- B. to promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- D. to determine goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet their purposes;
- E. to determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited

to, the assignment of employees, duties to be performed, qualifications required and areas worked.;

- F. to relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the office of the Sheriff;
- G. to determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. to determine the necessity to schedule overtime and the amount required thereof;
- I. to maintain the security of records and other pertinent information;
- J. to determine the overall budget;
- K. to maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. to determine and implement necessary actions in emergency situations.

Section 3.2. The F.O.P.-O.L.C. recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 4 **EMPLOYEE RIGHTS**

Section 4.1. Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be on the basis of such a charge.

Section 4.2. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Investigatory interview sessions shall be for reasonable periods of time, and time shall be provided for rest periods and attendance to physical necessities. If, during the course of an investigatory interview, the interview moves from investigatory to accusatory, and/or the affected employee reasonably believes disciplinary action may result, such employee shall have the right to request and have a Union representative present. An employee who is compelled by the Employer to answer questions at a formal investigatory procedure shall be entitled, upon request, to be accompanied, represented and advised at his own expense by an attorney during such procedure. Such request shall not unreasonably delay the continuation of the investigation. In addition, the employee may record such investigation if he has a recording device readily available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense and may also record the investigation.

Section 4.3. Whenever the Employer and/or his designee determines that there may be cause for disciplinary action of a suspension, reduction, or discharge, a pre-disciplinary conference will be scheduled to give the affected employee an opportunity to respond to the alleged charges. The pre-disciplinary conference procedure shall be established by the Employer, and shall include prior written notice to the employee of the alleged violation(s) and/or charges against him, and a summary of the

circumstances from which the charges are derived. The affected employee may elect to have a Union representative present at any such pre-disciplinary conference and it shall be the responsibility of the affected employee to so notify the Union. An employee may also elect in writing to waive the opportunity for a pre-disciplinary conference. The Conference shall take place before a ranking officer of the Sheriff's office who shall be appointed by the Sheriff from a division other than **the one** in which the affected employee was assigned at the time of the incident.

Section 4.4. An employee may request an opportunity to review his personnel file at a reasonable time and place in the presence of his supervisor or designee, and at the discretion of his supervisor or designee, if the review is to take place on the employee's work time. The employee may have a representative of the F.O.P.-O.L.C. present during the review, and may add memoranda to the file clarifying any document contained in this file. Reasonable requests for copies of items in the file shall be honored. An employee may request in writing that specific items in his file be removed. Such a request will be subject to review on a case-by-case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition, where known, in a reasonable amount of time. Employees shall be afforded the opportunity to read and sign all records of disciplinary actions and performance evaluations before inclusion in their personnel file. Records of disciplinary actions sent to employees by certified mail shall be deemed compliant with the foregoing requirement. Any refusal by an employee to sign any such document shall be so noted by the Employer representative, and the document will then be placed in the employee's file.

Section 4.5. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation.

Section 4.6. Records of disciplinary action shall not be considered for purposes of progressive corrective action in accordance with the time frames set forth below:

| <u>Nature of Discipline</u> | <u>Time Frame</u> |
|--------------------------------------|------------------------|
| Verbal warnings/written reprimands | Twelve (12) months |
| Suspension of two (2) days or less | Eighteen (18) months |
| Suspension of three (3) days or more | Thirty-six (36) months |

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 5.1. The Employer and the F.O.P.-O.L.C. recognize that a strike 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. The parties, therefore, agree to the following:

- A. During the term of this Agreement, the F.O.P.-O.L.C. shall not authorize, cause, engage in, sanction, or assist in any strike. In accordance with Section 4117.01(H) O.R.C., a "strike" shall mean any concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Should any employee(s) engage in a strike, as defined herein, the F.O.P.-O.L.C. will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned by the F.O.P.-O.L.C. and that all employees should return to work immediately." Such letter shall be signed by the ranking F.O.P.-O.L.C. officer of the local and the appropriate non-employee F.O.P.-O.L.C. representative.

Section 5.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this article, is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provision of this article shall not be subject to appeal; however, the issue of whether or not a strike actually occurred may be appealed through the grievance procedure contained herein.

Section 5.3. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees, unless those employees shall have violated Section 1 of this article.

Section 5.4. 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 6
CORRECTIVE ACTION

Section 6.1. No non-probationary employee shall be demoted, suspended, disciplined or discharged except for just cause.

Section 6.2. The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 6.3.

- A. Disciplinary action may include (a) documented verbal warning(s); (b) written reprimand(s); (c) suspension(s) without pay; (d) demotion; and/or (e) discharge from employment. Discipline will normally be applied in a progressive, corrective manner in accordance with the Employer's policy.

- B. In determining the level of discipline to be applied, the Employer will take into account the nature of the violation and/or misconduct, the employee's record of discipline, and the employee's record of performance and conduct.
- C. The Employer agrees not to discharge, suspend, or demote an employee without first arranging for a pre-disciplinary hearing. The employee may be suspended from the active performance of regular duties without loss of pay until the pre-disciplinary hearing is held. Refusal to submit to a sobriety test or medical examination shall establish a presumption of being under such influence. However, employees shall not be required to submit to sobriety tests or medical examinations without probable cause.
- D. Appeals from either discharge, suspension or demotion must be submitted to the Employer in the form of a grievance within five (5) calendar days of the date of notification.

Section 6.4. Records of disciplinary action shall cease to have force and effect for consideration in future disciplinary actions in accordance with the provisions of Article 4, Section 6, herein.

Section 6.5 Disciplinary action shall be administered in a prompt manner within fifteen (15) days of any pre-disciplinary conference, unless the Sheriff requests up to one ten (10) day extension, which extension shall be granted by the F.O.P.-O.L.C. Where no pre-disciplinary conference is required, the Employer shall impose discipline within thirty (30) days of the shift supervisor's knowledge of the alleged violation.

ARTICLE 7

ASSOCIATION REPRESENTATION

Section 7.1. The Employer will recognize one employee, selected by the F.O.P.-O.L.C., to act as representatives for the purpose of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein and at any meetings at which the Employer requests a representative to be present. The F.O.P.-O.L.C. may designate one (1) alternative representative to act in the absence of both representatives. No employee shall be recognized by the Employer as an F.O.P.-O.L.C. representative until the F.O.P.-O.L.C. has presented the Employer with written certification of that person's selection.

Section 7.2. The investigation and writing of grievances shall be on non-duty time. However, an employee representative may be released during on-duty time to investigate a grievance contingent upon the approval of his immediate supervisor and/or the Sheriff. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Employees shall not be compensated for attendance at hearings during non-duty hours. Notwithstanding the provisions above, an employee may confer with the F.O.P.-O.L.C. Director or Assistant Director during the first five (5) minutes or the last five (5) minutes of a shift to schedule non-duty time to discuss a grievance or potential grievance.

Section 7.3. One (1) non-employee F.O.P.-O.L.C. representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Employer.

Section 7.4. Associates of the F.O.P.-O.L.C. shall be allowed up to twenty-four (24) hours per year, without pay, for the purposes of attending F.O.P.-O.L.C. meetings.

Section 7.5. Rules governing the activity of F.O.P.-O.L.C. representatives are as follows:

- A. The F.O.P.-O.L.C. agrees that no official of the F.O.P.-O.L.C., employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The F.O.P.-O.L.C. further agrees not to conduct F.O.P.-O.L.C. business during working hours except to the extent specifically authorized by the Employer.
- B. The chief F.O.P.-O.L.C. representative (or alternate) shall not leave his assigned work area to conduct F.O.P.-O.L.C. business until his immediate supervisor has released him. The F.O.P.-O.L.C. shall not conduct F.O.P.-O.L.C. activities in any work areas without notifying the supervisor in charge of that area of the nature of the F.O.P.-O.L.C. activity.
- C. The F.O.P.-O.L.C. employee representative shall cease F.O.P.-O.L.C. activities immediately upon the request of the supervisor of the area where the F.O.P.-O.L.C. activity is being conducted or upon the request of the employee's immediate supervisor.
- D. An F.O.P.-O.L.C. employee representative abusing the provisions of this section is subject to disciplinary action.

ARTICLE 8

NON-DISCRIMINATION

Section 8.1. Neither the Employer nor the F.O.P.-O.L.C. shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin or handicap, as defined by state/federal civil rights laws. The F.O.P.-O.L.C. shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer, the employee and the employee's representative, if desired by the employee, may meet in an effort to resolve an alleged violation of state/federal civil rights laws prior to the appeal to any outside agency.

Section 8.2. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the F.O.P.-O.L.C., and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the F.O.P.-O.L.C., as long as that activity does not conflict with the terms of this Agreement.

Section 8.3. The F.O.P.-O.L.C. agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P.-O.L.C., and the F.O.P.-O.L.C. shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P.-O.L.C. or involvement in F.O.P.-O.L.C. activities.

Section 8.4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 9
BULLETIN BOARDS

Section 9.1. The Employer agrees to provide space on a bulletin board in agreed upon areas for use by the Union. However, the Employer shall not be obligated to purchase a bulletin board for the F.O.P.-O.L.C.'s use.

Section 9.2. All F.O.P.-O.L.C. notices which appear on the bulletin board shall be signed, posted, and removed by the F.O.P.-O.L.C. President during non-work time. F.O.P.-O.L.C. notices relating to internal union matters may be posted without the necessity of receiving the Employer's prior approval. All other notices of any kind not covered in "A" through "D" below must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the F.O.P.-O.L.C. bulletin board at any time, which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any employee organization, regardless of whether the organization has local memberships, and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 9.3. No F.O.P.-O.L.C. 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 F.O.P.-O.L.C..

Section 9.4. Violation of any provisions of this article shall subject the F.O.P.-O.L.C. to revocation of bulletin board posting privileges by the Employer.

ARTICLE 10
LABOR/MANAGEMENT MEETINGS

Section 10.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Sheriff and/or his designees shall meet with not more than two (2) representatives of the F.O.P.-O.L.C., one (1) of whom may be the Director of the F.O.P.-O.L.C. or his designee, to discuss those matters addressed in Section 10.2 herein. Additional representatives may attend by mutual agreement of the parties. Labor/management meetings may include representatives from individual bargaining units where specific agenda items pertain only to that unit, as determined by the Sheriff or his designee.

Section 10.2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The F.O.P.-O.L.C. shall also supply the names of those F.O.P.-O.L.C. representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;

- B. Notify the F.O.P.-O.L.C. of changes made by the Employer which affect bargaining unit members;
- C. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure, but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the F.O.P.-O.L.C. representatives the opportunity to share the views of their members on topics of interest to both parties; and
- G. To consider and discuss health and safety matters relating to employees.

Section 10.3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 10.4. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1. 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. The grievance procedure is not to be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 11.2. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. 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. Any grievance, which is not submitted by the employee within the time limits provided herein, shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 11.3. It is the mutual desire of the Employer and the F.O.P.-O.L.C. to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The Employer and the F.O.P.-O.L.C. agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate F.O.P.-O.L.C. representative, if the former desires, must identify the alleged grievance to the Chief Deputy within five (5) work days of the occurrence that gave rise to the grievance. The Chief Deputy shall investigate and

provide an appropriate answer within ten (10) working days following the date which the Chief Deputy was presented the grievance.

STEP 2:

If the grievance is not resolved in Step 1, the employee with the appropriate F.O.P.-O.L.C. representative, if the former desires, shall reduce the grievance to writing and shall within five (5) work days, refer the grievance to the Sheriff at Step 2 of the grievance procedure. The Sheriff shall have ten (10) working days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Sheriff shall investigate and respond in writing to the grievance within ten (10) working days following the meeting date.

STEP 3:

Arbitration. If the grievance is not satisfactorily settled in Step 2, the F.O.P.-O.L.C. may make written request that the grievance be submitted to arbitration. A request for arbitration by the F.O.P.-O.L.C. must be submitted within ten (10) working days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration by the F.O.P.-O.L.C. within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply. Upon receipt of a request for arbitration, the Employer or his designee and the representative of the F.O.P.-O.L.C. shall, within ten (10) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the federal Mediation and Conciliation Service (FMCS). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall hold the arbitration hearing promptly and issue his decision and recommendation within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision and recommendation shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at this determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement beyond the date the grievance was presented to the Employer in Step 1 of the grievance procedure, in the case of an incident arising out of an ongoing problem. In the case of a disciplinary action such as a suspension, reduction in pay or position, or discharge from employment, the arbitrator shall have the authority to recommend that a monetary settlement be effective back to the date of the imposition of the disciplinary action.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or 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 within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. Recommendations of the arbitrator will be final and binding upon both parties.

All costs directly related to the services of the arbitrator shall be borne equally by the parties. Expense of any witnesses shall be borne by the party calling the witness. The fees of any court reports shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 11.4. All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties and as appended to this agreement:

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident giving rise to the grievance.
- H. Specific articles and sections of the agreement violated.

I. Desired remedy to resolve the grievance.

Section 11.5. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 11.6. For purposes of this article, working days shall be defined as Monday through Friday, and shall exclude Saturdays, Sundays and recognized holidays.

ARTICLE 12 **SICK LEAVE**

Section 12.1. Sick Leave Accumulation. For the duration of this Agreement, each employee may accumulate fifteen (15) days of sick leave per year. Said leave shall be earned at 4.6 hours for each 80 hours in active pay status. Sick leave does not accrue for hours worked beyond 80 in a pay period.

Section 12.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normally scheduled work day or work week earnings.

Section 12.3. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family.
 2. Death of a member of his immediate family (sick leave usage limited to a maximum of five (5) working days.
 3. Medical, dental, or optical examinations or treatment of employee or a member of his immediate family, which requires the employee and which cannot be scheduled during non-working hours.
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
 5. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the post-natal period. If the employee applies for paternity leave under the provisions of the Family and Medical Leave Act and such request is approved, he may use up to ten (10) days of accumulated sick leave for any actual working days missed and may apply for vacation leave under the provisions of section 16.8 of this Agreement. The Employer

will comply with all provisions of the Family and Medical Leave Act when request for such leave is requested by the employee.

- B. Definition of immediate family: grandparents, step grandparents, spouses grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, step-mother, step-father, step-brother, step-sister, step-son, step-daughter, aunt, uncle, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 12.4. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 12.5. Notification by Employee. When an employee is unable to report to work, he shall notify the Employer at least one (1) hour prior to the start of the shift, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

Section 12.6. Abuse of Sick Leave. Employees failing to comply with reasonable sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud or abuse sick leave shall be just cause for denial of sick leave requests and disciplinary action, up to and including dismissal.

Section 12.7. Physician Statement. If medical attention is required, or where an illness extends beyond three (3) working days, the employee shall be required to furnish a statement from a licensed physician, nurse practitioner or physician's assistant attesting to the employee's illness or injury and certifying that the employee is now able to return to work and perform all the essential duties of his or her job description. If the employee is unable to return to work after three (3) working days, he or she will be issued paperwork to apply for leave under the Family and Medical Leave Act. When sick leave is requested to care for a member of the immediate family, the Employer may require a certificate to the effect that the presence of the employee is necessary to care for the ill or injured person from a licensed physician, nurse practitioner, or physician's assistant. The employee will be issued paperwork to apply for leave under the Family and Medical Leave Act for absences beyond three (3) days or for maternity or paternity leave.

Section 12.8. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay or disability separation. The cost of such examination shall be paid by the Employer.

Section 12.9. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may continue to be covered by Family and Medical Leave Act, if applicable, or apply for a personal leave of absence without pay or disability leave in accordance with the provisions set forth in this agreement.

Section 12.10. Semiannually, once in January and once in July, employees shall be notified in writing of the balance of their sick leave accumulation.

Section 12.11. Catastrophic Leave. An employee who, due to catastrophic conditions, requires use of more sick leave than he/she has accrued shall be permitted to receive the benefit of other employees' accrued sick leave in accordance with the Catastrophic Leave Program and forms which are attached hereto as Appendix B.

Section 12.12 On-the-job Injury. Employees injured while on duty have the option of receiving benefits through the County Wage Continuation Plan or through BWC, at the option of the employee.

Section 12.13 Sick Leave Payout. Employees who terminate employment with Huron County, and have a minimum of ten (10) years of service, and are eligible for retirement under PERS at the time of termination shall be paid in cash for thirty-five percent (35%) the value of their accrued but unused sick leave credit, for a maximum of fourteen hundred (1400) hours.

Sick leave shall be paid at the rate the employee was making at the time of retirement.

In the event of the death of an employee with ten (10) or more years of service, who is vested in retirement at the time of his/her death, any sick leave benefit to his/her credit shall be paid as if the employee had retired on the date of death. Such payment shall be made first to his/her spouse and, if no spouse, then equally to his/her children and, if no children, then to his/her estate.

Section 12.14 Bereavement Leave Bereavement leave shall be provided in accordance with the Huron County Policy Manual section 5.12.

ARTICLE 13 **LEAVES OF ABSENCE**

Section 13.1.

- A. Eligible members of the bargaining unit are eligible for Family and Medical Leave under the provisions established in the County's Personnel Policy Manual.
- B. 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 reason of the employee. Such a leave may not be renewed or extended beyond six (6) months. Time spent on Family and Medical Leave shall not be counted toward the six (6) month maximum for a personal leave of absence without pay.
- C. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the County service by improved performance at any level; or voluntary service in any governmentally-sponsored program of public betterment.
- D. The authorization of a leave of absence without pay is matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

- E. The granting of any leave of absence is subject to approval of the Employer thirty (30) days prior to commencement of the desired leave. The Employer may waive all or part of the thirty (30) day notice requirement depending upon the operational needs of the Department and the circumstances involved.
- F. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

Section 13.2. An employee who has exhausted paid leave and Family and Medical Leave may request a leave of absence without pay for disability purposes by submitting such request in writing to the Employer along with a signed physician's statement.

- A. The leave of absence will begin on the date the physician states that the employee can no longer perform the essential functions of his position.
- B. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work to perform the essential functions of the position.
- C. Should the employee's leave of absence for disability purposes exceed six (6) months, the employee shall be placed on a disability separation in accordance with the provisions set forth in this Agreement.

Section 13.3. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

Section 13.4. Disability Separation.

- A. When an employee becomes physically unable to perform the essential functions of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary reduction requests shall be the sole discretion of the Employer, based upon operational needs and requirements.
- B. A physically incapacitated employee who has exhausted his accumulated paid leave and Family and Medical Leave, and for whom voluntary reduction is not practicable, may request up to six (6) months of disability leave (leave without pay, Section 13.2 herein) only if he can present evidence as to the probable date on which he will be able to return to the same or similar

position within a six (6) month period. Such request should be submitted in writing to the Employer with a copy of a physician's statement attached.

- C. **Disability Separation.** A disability separation may be granted when an employee has exhausted his accumulated paid leave, and Family and Medical Leave, and any leave of absence without pay where applicable, and is:
1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
 2. is declared physically incapable of performing the essential functions of his position by a licensed physician.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

- D. **Reinstatement.** An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence, inclusive of any Family and Medical Leave. An employee must make written application to the Employer for reinstatement containing the results of a medical examination. The cost of such examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer.

Any dispute regarding such examination(s) may be submitted to a neutral third party physician at the expense of the employee.

Section 13.5. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the essential functions of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exists and/or is utilized.

An employee returning from a disability leave or disability separation shall be entitled to up to four (4) days of unpaid leave to be utilized for continuing medical treatment or medical care. Approval of such unpaid leave is contingent upon medical documentation verifying the necessity of the leave. Unpaid leave shall be available only within the first four (4) calendar months following return from disability leave or disability separation.

An employee who does not return from disability leave or disability separation, formally resign, or take disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

ARTICLE 14
JURY DUTY LEAVE

Section 14.1. An employee who is subpoenaed for court jury duty will be paid his regular salary or wage in full during his absence. He will, however, be required to turn over all monies received from the court to the Employer. If a reasonable amount of time, as determined by the Sheriff or his designee, remains during the employee's scheduled work day, he will be expected to report for work following jury duty. However, an employee shall not normally be required by the Employer to spend more than eight (8) hours in any twenty-four (24) hour period in work status and/or jury duty combined. A copy of the subpoena shall be submitted at the time of the request for Civil Leave. If an employee is required to appear in a court of law for personal reasons, he is expected to take either vacation leave or leave without pay at the discretion and approval of the Employer. Whenever possible, an employee shall give at least one (1) week advance notice of the need for such a leave.

ARTICLE 15
HOLIDAYS

Section 15.1. All employees covered under this Agreement shall receive eighty (80) hours of holiday compensation each calendar year in consideration for the following ten (10) holidays:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Section 15.2 Clerical employees will normally be scheduled off during the above holidays. An employee who is required to work on one of the designated holidays shall be entitled to pay at the rate of time and one-half his/her regular rate of pay for all hours worked on such holiday, provided the employee works the last scheduled day before the holiday and the first scheduled day after the holiday.

ARTICLE 16
VACATIONS

Section 16.1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

| <u>Length of Service</u> | <u>Hours of Vacation</u> |
|---------------------------------|---------------------------------------|
| After one (1) year | 80 Hours per year/3.08 hours per pay |
| After eight (8) years | 120 Hours per year/4.61 hours per pay |
| After fifteen (15) years | 160 Hours per year/6.15 hours per pay |
| After twenty (20) years | 200 Hours per year/7.69 hours per pay |

Section 16.2. Earned vacation shall be accrued in accordance with the above schedule.

Section 16.3. Vacation time shall be taken at a time approved by the Sheriff or his designee.

Section 16.4. Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time or shall be paid for such time.

Section 16.5. An employee may carry over from one anniversary year to the next, no more than the amount of vacation awarded in the previous year. Additional vacation time shall not be carried over from one year to another without the express written authorization of the Sheriff. Any vacation time, other than that authorized above, that is unused shall be deemed forfeited unless otherwise approved by the Sheriff or his designee.

Starting with the three years prior to being eligible for full retirement benefits, an employee may accrue up to three years of vacation accrual without further approval of the Sheriff.

Section 16.6. An employee who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivisions of the State of Ohio, and who was hired on or after April 1, 1999, shall not be entitled to prior service credit for the purposes of vacation. Employees hired before April 1, 1999 or who were granted prior service credit prior to December 31, 1985, shall retain such prior service credit. An employee who is hired on or after April 1, 1999 who has accumulated earned vacation time from being employed previously with Huron County or with the National Military shall not be entitled to prior service credit for purposes of vacation.

Section 16.7. Semi-annually, once in January and once in July, employees will be notified in writing of the balance of their vacation leave.

Section 16.8. Vacation scheduling and usage shall be coordinated by the Sheriff or his designee. Upon scheduling of the minimum increment amounts, vacation may be requested in increments of not less than one hour by giving the Employer reasonable advance notice. The Employer shall approve or deny such request within forty eight (48) hours of the actual day of submission.

Approval for vacation will be based on the first application received. Authorization will be made on a first-come, first-serve basis, as operational needs permit. Seniority will prevail when two or more employees apply at the same time for the same designated dates.

ARTICLE 17 **PERSONAL LEAVE**

Section 17.1. At the beginning of the calendar year, each employee shall be credited with twenty-four (24) hours of personal leave.

Section 17.2. When an employee desires to use eight (8) hours or less of personal time, he/she shall notify his/her immediate supervisor. In no case shall the employee notify the Employer less than four (4) hours before the time he/she is scheduled to report to work. All personal leave must be approved by the Sheriff or his designee. Such approval will not be denied unless there is good and sufficient reason.

Section 17.3. Personal time may be taken in increments of one (1) hour.

Section 17.4. Personal time may be accrued up to a maximum of twenty-four (24) hours. Any personal time accrued in excess of twenty-four (24) hours shall be paid.

ARTICLE 18 **LAYOFFS**

Section 18.1. In the event of a layoff of work, lack of funds, or job abolishment, as determined by the Employer, the Employer shall determine the classification(s) to be affected and the number of employees to be laid off in each classification. Affected employees shall be given fourteen (14) calendar days advance written notice of any layoff or job abolishment. Probationary employees within the affected classification(s) will be laid off first. Thereafter, layoffs shall proceed based on inverse order of Departmental seniority (last hired, first laid off) within the affected classification(s). If two (2) or more employees have equal Departmental seniority, the employee(s) with the least amount of classification seniority shall be laid off first.

Section 18.2. For purposes of this article, Departmental seniority shall mean all time in service with the Employer from the employee's last date of hire. Classification seniority shall mean all time in service in the applicable classification (ex. Clerical staff shall be considered one classification for purposes of classification seniority) from the employee's last date of hire.

Section 18.3. Employee shall retain recall rights for a period of twenty-four (24) months from the date of layoff.

Section 18.4. Recalls from layoff will be in the inverse order of layoff (last laid off, first recalled) within the respective classifications included in this Agreement. Along with recall rights if the employee is reinstated within twenty four (24) months, the employee shall continue to accumulate seniority credit from the last day of employment prior to the layoff.

Section 18.5. In the case of a recall, the Employer shall provide notice of recall by certified mail, return receipt requested, sent to the last address of record for the employee. Such notice shall include the date and time for the employee to return to work, which shall not be less than seven (7) days after the date the notice is sent. If the employee does not report for work at such time or make other arrangements as approved by the Sheriff, the employee shall not retain further rights to recall. It is the responsibility of each employee to keep the Sheriff informed of the employee's current address.

ARTICLE 19 **OVERTIME**

Section 19.1. The Employer or designee may schedule or order bargaining unit personnel to work overtime in excess of the regularly scheduled work day when operational needs requires such overtime work.

Section 19.2. Overtime pay shall be computed on the basis of hours worked in excess of forty (40) in the normally scheduled work period. The overtime pay rate shall be one and one-half (1 ½) times the employee's regular rate of pay. Hours worked shall include actual work hours, holiday time, sick leave time, bereavement leave time and vacation hours only. The Employer shall not reduce an

employee's normally scheduled work hours to avoid overtime payment in any given week. Example: An employee who works one (1) hour beyond his scheduled shift on Monday will not be sent home one (1) hour early on Friday to avoid overtime payment.

Section 19.3. Whenever an employee is called into work at a time which does not abut his regularly scheduled work hours, such employee shall be guaranteed three (3) hours of work or three (3) hours of pay at the applicable rate of pay in accordance with the other provisions contained herein. There shall be no pyramiding of overtime or premium pay.

ARTICLE 20 **COURT DUTY**

Section 20.1. An employee subpoenaed into court to testify as the result the authorized performance of his job duties with the Employer, where such appearance occurs outside of his regular scheduled working hours, shall be compensated: (A) for those who are scheduled and work the second shift on a day the employee is subpoenaed into court, a minimum of two (2) hours pay at the applicable rate of pay; or (B) for those who were scheduled and worked the previous third shift, and those who are subpoenaed to court on their scheduled day off, a minimum of three (3) hours pay at the applicable rate of pay; or (C) for all such hours in court at the applicable rate of pay, whichever is greater.

Section 20.2. An employee required to report for court duty as specified herein must call into the ranking officer on station at the beginning and end of the court duty and must provide a copy of the subpoena or court order which required him to appear. Any witness fee issued to the employee as the result of the appearance shall be remitted to the Employer.

ARTICLE 21 **INSURANCE**

Section 21.1. Employees shall be given the same choice of coverage as provided to non-bargaining employees of Huron County.

Given the current Employee contributions of health care costs, unless a higher amount is bargained for,

1. The Employees' portion of any increase in health care premiums shall be increased by no more than 2% per contract year, and
2. Employees shall pay no more than 18% of the total cost of health care premiums during the contract term.

It is understood that the phrase "unless a higher amount is bargained for" means that the parties may, by mutual agreement, choose to enter into a memorandum of understanding that would allow the 2% yearly limitation of percentage increases to the employees' share of the premium and the 18% total share of the premium limitation to be exceeded. Further, the 2% increase for any contract year refers to the portion of the total health care premium that the employee pays. For example, if the employee were currently paying for 12.05 percent of the current premium, any increase for the following year would be limited to an amount equal to 14.05% of the total health care premium.

Should the Employer wish to change the coverage, plan design, or premium paid, consistent with the above provisions, the Employer will provide thirty (30) days notice to the Union prior to the change becoming effective.

Section 21.2. One bargaining unit employee selected by the Union may participate in the Employee Review Committee. The recommendations of the committee concerning a change in benefit levels shall be advisory only and shall be applied to all classified County employees equally.

**ARTICLE 22
WAGES AND COMPENSATION**

Section 22.1. Employees shall be compensated on an hourly basis. For purposes of computing annual salary, the hourly wage shall be multiplied by two thousand eighty (2080) hours. Work weeks shall normally be scheduled to consist of forty (40) hours per week. This shall not constitute a guarantee of work hours per week or per day. Employees shall be available to respond to work-related calls as needed and to appear for work-related court appearances in addition to any scheduled work hours. Work-related court appearances shall be considered work hours for the purpose of compensation and computation of any overtime in accordance with the Article 19 herein.

Section 22.2. Hourly rates for bargaining unit employees hired prior to the ratification of the Agreement shall be according to the hourly rates shown below, which reflect a three percent (3%) increase in 2014, a three percent (3%) increase in 2015, and a two percent (2%) increase in 2016.

| <u>Position</u> | <u>1/1/2014 Rate</u> | <u>1/1/2015 Rate</u> | <u>1/1/2016 Rate</u> |
|--------------------------------|----------------------|----------------------|----------------------|
| <i>Secretary</i> | \$18.29 | \$18.84 | \$19.22 |
| <i>Asst. Office Mgr.</i> | \$20.60 | \$21.22 | \$21.64 |
| <i>Office Mgr.</i> | \$22.03 | \$22.69 | \$23.14 |
| <i>Chief Financial Officer</i> | \$24.24 | \$24.97 | \$25.47 |

Secretaries hired after January 1, 2014 shall be paid the following:

| <u>Position</u> | <u>1/1/2014 Rate</u> | <u>1/1/2015 Rate</u> | <u>1/1/2016 Rate</u> |
|------------------|----------------------|----------------------|----------------------|
| <i>Secretary</i> | \$15.64 | \$16.10 | \$16.43 |

Section 22.3. After completing their fifth (5th) year of service, employees shall receive a longevity pay supplement equal to sixty-five dollars (\$65.00) times their years of departmental service to a maximum of two thousand fifteen dollars (\$2015), or thirty-one years of service. Longevity payments shall be made in the final pay period of the calendar year.

Section 22.4. Most clerical employees will normally work a day shift, Monday through Friday, with Saturday and Sunday off. When the need arises, some employees may be required to work evenings, Saturdays, and Sundays in order to accomplish the work required of a 24/7 operation. When such work is required, employees will receive day(s) off during the Monday through Friday week to fit all

hours worked into no more than a forty (40) hours schedule within the seven (7) day work cycle (defined as beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on Saturday). No less than 72 hours advance notice of a schedule change will be given unless mutually agreed between the employee and the Employer.

Employees required to work either the second or third shift shall receive a shift differential payment for all hours working during those shifts according to the following schedule:

| | |
|---------------------|--------------------|
| <u>Second Shift</u> | <u>Third Shift</u> |
| 40 cents/hour | 40 cents/hour |

ARTICLE 23

P.E.R.S.

Section 23.1. The Employer agrees to continue the "salary reduction" or "deferred" method of computing the employee contribution to PERS.

ARTICLE 24

PROBATIONARY PERIODS

Section 24.1. Each employee hired into a bargaining unit position will be required to successfully complete a probationary period of one year. The probationary period shall begin on the first day for which the employee receives compensation from the Employer in a permanent, bargaining unit position.

Section 24.2. A newly hired (initial) probationary employee may be terminated at any time during his initial probationary period and shall have no appeal over such removal.

Section 24.3. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall be six (6) months, and shall commence on the effective date of the promotion. A newly promoted employee who does not meet acceptable performance levels may be returned to his former position at any time during his promotional probationary period without any appeal, and without loss of seniority.

Section 24.4. Part-time employees shall have their probationary periods determined on the basis of the number of hours actually worked comparable to a full-time employee in the same position.

Section 24.5. Extended absences of ten (10) working days or more shall not be considered in the computation of "calendar" days or days worked for the purpose of computing the actual expiration of the probationary period.

ARTICLE 25

WAIVER IN CASE OF EMERGENCY

Section 25.1. In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Huron County Commissioners, the federal or State Legislature or the Sheriff, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer:

- A. Time limits for management replies on grievances, or F.O.P.-O.L.C. submissions of grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of all employees.

Section 25.2. Upon the termination of the emergency, should valid grievances exist they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they have properly progressed.

ARTICLE 26 **SEVERABILITY**

Section 26.1. This Agreement is subject to all applicable federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws, provisions or any official decision interpreting them.

Section 26.2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part of provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

ARTICLE 27 **WORK RULES**

Section 27.1. The F.O.P.-O.L.C. recognizes the Employer's right to establish, revise, amend, modify, or delete work rules, policies, or procedures necessary to ensure the efficient operation of the Sheriff's Department and proper conduct of employees. The Employer agrees that all work rules, policies and procedures shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules, policies, and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 27.2. Any new work rules, policies, or procedures or amendments to existing work rules, policies, or procedures shall be reduced to writing, whenever practicable, and submitted to the F.O.P.-O.L.C. at least five (5) calendar days prior to implementation. The Employer will meet with representatives of the F.O.P.-O.L.C., upon request, to discuss the effects of any proposed work rule, policy, or procedure upon bargaining unit employees. Such work rules, policies, or procedures will be posted on departmental bulletin boards prior to their effective date.

Section 27.3. The Employer may, in an emergency situation, implement a work rule, policy, or procedure to rectify a situation. However, upon request, the Employer will subsequently meet with representatives of the F.O.P.-O.L.C. to discuss the effects of any such work rule, policy, or procedure upon bargaining unit employees.

Section 27.4. This article shall not apply to policies or procedures which are mandated by federal or state laws or regulations governing operational procedures.

ARTICLE 28
DRUG FREE WORKPLACE

Employees shall be subject to the provisions of the Huron County Personnel Policy Manual, section 8.9, as adopted in June of 2002. If the Employer wishes to alter the policy it must notify the Union and offer to negotiate over such changes.

ARTICLE 29
VACANCIES AND PROMOTIONS

Section 29.1. When the Employer has determined that a vacancy within the bargaining unit exists, a vacancy announcement shall be posted for five (5) consecutive working days. Any employee on approved leave shall have an additional five (5) consecutive working days following his or her return to work to apply for the vacancy

Section 29.2. Qualified bargaining unit applicants for the vacant position will be considered based upon the following criteria:

1. work experience;
2. education
 - a. related coursework
 - b. related training
 - c. other coursework;
3. additional skills and abilities;
4. interview of applicants;
5. job performance and work records;
6. recommendations and personal references, only to the extent that they relate to the qualification and character of a non-unit employee, and shall not be accepted from or on behalf of a unit employee;
7. seniority.

Section 29.3. All these criteria will be considered to be of equal importance. Each applicant will be considered using the criteria to determine which applicant is best qualified to perform the job duties of the position set forth in the posted position and as determined by the Employer. If two (2) or more applicants are considered substantially equal, then the position shall be awarded to the applicant with greatest seniority.

Section 29.4. All applicants who have completed the application form will be evaluated provided they meet the qualifications. All applicants who meet the minimum qualifications, as determined by the Employer, will be interviewed within fourteen (14) days after the posting is completed.

Section 29.5. The Employer will not consider any applications filed after the fifth (5th) working day of the posting, including the day of the posting. Employees interested in applying for the posted position may do so by filling out an Employee's Application for Vacant Position Form. It is the responsibility of the applicants to provide current and complete information as to their qualifications for the position for which they are applying.

Section 29.6. All newly hired and newly promoted employees will be required to satisfactorily complete the required probationary period. Failure to meet acceptable performance shall be cause for termination from employment, or reduction to the former classification, as applicable.

Section 29.7. The final decision will be announced by the Employer, only after all qualified applicants who have been interviewed have been informed of their status

ARTICLE 30 **MISCELLANEOUS COMPONENT PAY**

Section 30.1.

a. Any full time employee covered by this Agreement who has attained, from an accredited college or university, an Associate's Degree in the field of criminal justice/police administration/police science shall be paid additional compensation of \$300.00 per year during such employment.

b. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Bachelor's Degree in the field of criminal justice/police administration/police science shall be paid a stipend of \$650.00 per year during such employment.

c. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Master's Degree in the field of in the field of criminal justice/police administration/police science shall be paid an additional compensation of \$750.00 per year during such employment.

d. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Doctorate Degree in the fields of in the field of criminal justice/police administration/police science shall be paid an additional compensation of \$1,000 per year during such employment.

e. Such compensation may not be cumulative with payment being for the highest degree earned. The employee shall provide satisfactory evidence of the degree earned and the college/university. This "educational incentive" shall be paid on the scheduled pay day immediately preceding the first day of June of each calendar year, and that amount shall be paid as a lump sum.

Section 30.2. The Huron County Sheriff's Office will not provide any employee reimbursement for expenses which such employee might incur in obtaining any of the above listed degrees, such as tuition, books, fees, travel expenses or other related expenses, nor shall compensation be paid to

said employee for time expended in attending such educational institution. Such training and education shall be accomplished on the employee's non-work time.

Section 30.3. Any full time employee who is serving a probationary period shall not be entitled to such educational incentive benefit, whether or not the employee has a degree. An employee serving a promotional probationary period shall be entitled to payment under this Article.

Section 30.4. Any full time employee covered by this Agreement who possesses bilingual capabilities to speak and understand the Spanish language shall receive a stipend of three hundred dollars (\$300.00) per year and that amount shall be incorporated into the base rate of pay. The employee shall be certified by a language professor/instructor as designated by the Sheriff.

Section 30.5. Any full time employee covered by this agreement who has been O.P.O.T.A. certified in teaching a particular curriculum or has certified training in an area that is beneficial to the department that is outside the normal parameters of the employee's existing duties, and as approved by the Sheriff, shall receive a stipend of two hundred and fifty dollars (\$250.00) per year.

ARTICLE 31 **DURATION OF AGREEMENT**

Section 31.1. This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect through December 31, 2016, unless otherwise terminated as provided herein.

Section 31.2. If either party desires to modify, amend or terminate this Agreement, it shall be given written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Notice to modify or terminate this Agreement, shall comply with OAC 4117-1-02. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 31.3. 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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the F.O.P.-O.L.C., and all prior agreements, either oral or written, are hereby cancelled. Therefore, for the life of this agreement, the Employer and the F.O.P.-O.L.C. 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.

Section 31.4. Nothing in this article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment is reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representative this 9th day of June, 2014.

FOR THE HURON COUNTY SHERIFF

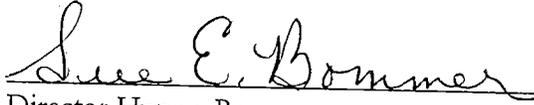


Dane Howard, Sheriff

FOR THE FRATERNAL ORDER OF
POLICE



F.O.P.-O.L.C. Representative

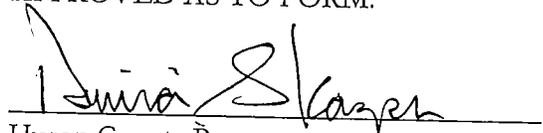


Director Human Resources



Union Committee Member

APPROVED AS TO FORM:



Huron County Prosecutor

Assistant Huron County Prosecutor

APPENDIX A
HURON COUNTY SHERIFF
FOP/OLC
GRIEVANCE FORM

Please Print or Type

(Work Days As Used Herein Means Monday Through Friday Excluding Holidays)

Bargaining Unit _____ Grievance No. _____

Name of Grievant _____ Date of Hire _____

Classification _____ Shift _____

Immediate Supervisor at Time of Incident _____

Statement of Grievance (Description) _____

Remedy Requested _____

Contract Article(s) and Section(s) Alleged to Have Been Violated _____

Date First Discussed With Supervisor _____

Grievant's Signature _____ Date & Time _____

Step 1

Received By _____ Date & Time _____
(Respondent Name and Title)

Within Five (5) Days of Incident _____ Yes _____ No

Step 1 Response _____

Respondent _____ Date & Time _____

Received By _____ Date & Time _____

Within Five (5) Work Days _____ Yes _____ No

Step 2

Received By _____ Date & Time _____
(Respondent Name and Title)

Within Five (5) Work Days of Step 1 Response ____ Yes ____ No

Date of Meeting _____ Time/Place _____

Step 2 Response _____

Respondent _____ Date & Time _____

Within Five (5) Work Days of Meeting ____ Yes ____ No

Received By _____ Date & Time _____
(Grievant/F.O.P.-O.L.C. Representative)

APPENDIX B
CATASTROPHIC LEAVE (A LEAVE DONATION PROGRAM)

1. Any employee may select to donate up to 24 hours, annually, of their accrued but unused sick leave into the department's catastrophic leave donation program.
2. Any hours so donated may be utilized to assist an employee who may be on sick leave, or on a leave of absence due to a non-job related injury, accident or long term illness, when said employee has or will shortly exhaust all other available accrued, paid leave. This is a voluntary program in both donation of and acceptance of any hours of leave so involved. This program is not intended to supersede nor replace other available disability program(s).
3. An employee who donates their qualifying sick leave time will have those donated hours "banked" in the catastrophic leave donation "bank". All hours so donated will be "banked", calculated at the donor's rate of pay. Any hours received by an employee shall be withdrawn at the donee's rate of pay equivalent.
4. Any donations made into the "bank" will be administered by an employee's "catastrophic leave review board" which shall be comprised of the officers of the local union and the Sheriff and shall be in keeping with the terms of this section and other such terms and conditions as may be deemed appropriate by the "board".
5. The catastrophic leave donation program can only be utilized if all of the following conditions are met:
 - a. There is time in the "bank";
 - b. A doctor has certified in writing to the "board" that a long-term illness or injury exists;
 - c. The injury or long-term illness would require the donee to take at least thirty (30) days off;
 - d. The donee must have worked for the Sheriff's Office at least two (2) years;
 - e. Prior to receiving any leave donation, the donee shall have exhausted all available paid leave;
 - f. Unless otherwise approved by the "board", an employee may only request up to forty (40) hours of donated leave at any one time.
 - g. Applications hereto are a procedure limited in scope as referred to elsewhere in this Contract.
6. Once each year in a specific pay period employees may "bank" up to the permitted maximum of leave during such pay period as may be designated by the "board".
7. Once each year, a specific pay period shall be designated by the board during which employees may select to donate to the "bank" up to the permitted maximum hours of sick leave. Leave will only be permitted to be banked during this specific pay period unless the Sheriff is petitioned to permit an additional period of donation by two-thirds of all employees.
8. The Sheriff shall cause such necessary records to be kept, accounting for leave donations, contributions and balances, by employee, and in such a manner that in the event this program is

dissolved, any donated but unused leave will be credited to the appropriate leave balance of the donating employee, or paid to any former employee, upon retirement. Balances of the catastrophic leave donation program, shall be posted, at least, semi-annually.