



2014 Agreement Between Washington Co. Sheriff's Office and Fraternal Order of Police, Ohio Labor Council, Inc.

AGREEMENT BETWEEN

13-MED-10-1353/1354/1355/1356/1357/1358/1359

THE

2499-01/02/03/04/05/06/07

K30714

03/13/2014

WASHINGTON COUNTY SHERIFF'S OFFICE

AND



THE

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

DATE OF EXECUTION THROUGH JANUARY 31, 2017

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ARTICLE 1 PREAMBLE

This Agreement is made by and between the Washington County Sheriff's Office (hereinafter "County" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter "Union" or "FOP/OLC") concerning the wages, hours, terms and conditions of employment as set forth in this Agreement for Bargaining Unit Members who are covered by this Agreement.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition, Bargaining Units

The County hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, or terms and other conditions of all Employees (also referred to as "members") in the Bargaining Units listed in this Article. The Bargaining Units shall include the following:

Section 2.2 Units Included

Bargaining Unit 1 - All Deputy Sheriffs in the Criminal Division (SERB Case No. 91-REP-09-0220).

Bargaining Unit 2 - All Correction Officers (SERB Case No. 99-REP-02-0035).

Bargaining Unit 3 - Sergeants and Lieutenants in the Criminal Division (SERB Case No. 94-REP-07-0152; Amendment of Certification 3/05).

Bargaining Unit 4 - Dispatchers (SERB Case No. 94-REP-07-0153).

Bargaining Unit 5 - Sergeants and Lieutenants in the Corrections Division (SERB Case No. 94-REP-07-0154).

Bargaining Unit 6 - Cooks (SERB Case No. 93-REP-04-0073 - Amendment of Certification of SERB Case No. 92-REP-09-0192; Amendment of Certification 3/05).

Bargaining Unit 7 - Assistant Communications Supervisor and Communications Sergeant (SERB Case No. 02-REP-03-0039; Amendment of Certification 3/05).

Bargaining Unit 8 - All full-time Control Room Operators and Maintenance (SERB Case Number 2010-REP-04-0076)

Section 2.3 Exclusions

Positions excluded from the above-described Bargaining Units shall include the Sheriff, confidential Employees, any other classification/position excluded by O.R.C. 4117, and any other classification/position not specifically included.

Section 2.4 Full-Time Employees

Full-time and regular Employees are those who normally work at least forty (40) hours per week for all of the weeks of the year excepting vacations, holidays, and other time-off as allowed by this Agreement.

Section 2.5 New Classifications

If the Employer creates any new position within the Sheriff's Office which is eligible for inclusion under O.R.C. Chapter 4117, the Union and the Employer shall meet, upon written request by the Union, to discuss the possible inclusion of the new classifications within fourteen (14) days after the new classifications are utilized.

ARTICLE 3 CONFLICT AND AMENDMENT

Section 3.1 Conformity to Law

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. Should any provision or provisions of this Agreement become invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 3.2 Issues Not Addressed in Contract

Where this Agreement makes no specification about a matter, the public employer and public Employees are subject to all applicable State or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for public Employees except as set forth in Section 5.1.

Section 3.3 Revision of Invalid Provisions

In the event of invalidation of any portions of this Agreement pursuant to Section 3.1 above and upon written request of either party, the parties to this Agreement shall meet at mutually agreed times in an attempt to modify the invalidated provisions by good faith negotiations up and through the impasse procedure.

Section 3.4 Amendments to Agreement

Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement, subject to ratification by the union and County Commissioners.

ARTICLE 4 WAIVER IN CASE OF EMERGENCY

Section 4.1 Emergency

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Washington County, or the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended for up to seven (7) days by the Employer:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of Employees within their department.

Section 4.2 Grievances

Upon the termination of the emergency, should valid grievances 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 procedure to which such grievance(s) had progressed prior to the emergency.

ARTICLE 5 APPLICATION OF CIVIL SERVICE LAW

Section 5.1 Application of Civil Service Law

Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 shall apply to Employees in the Bargaining Units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to Employees in the Bargaining Units.

ARTICLE 6 NON-DISCRIMINATION

Section 6.1 Pledge against Discrimination

The parties agree not to interfere with the desire of any Employee to become, remain, or refrain from becoming a member of the Union, or restrain or coerce Employees in the exercise of the rights guaranteed in O.R.C. 4117.

Section 6.2 Discipline for Nonperformance

Nothing herein shall be construed to prevent or preclude the Employer from disciplining an Employee for lack of performance or inability to perform assigned tasks.

ARTICLE 7 GRAMMAR

Section 7.1 Singular/Plural, 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 include all of those genders. By the use of either the masculine, feminine or neutral 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 8 NO STRIKE-LOCKOUT

Section 8.1 No Strike

The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no Employee in the Bargaining Units shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown, sympathy strike, or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require Employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any union representative or Employee representative or officer of the Union. The Union recognizes that Employees who violate this section may be subject to disciplinary action.

Section 8.2 No Lockout

The Employer may not, during the life of this Agreement, lockout any Sheriff's Office personnel, or, for purposes of influencing negotiations, in any other regard prevent Sheriff's Office personnel from carrying out their scheduled and assigned tasks.

ARTICLE 9 DUES DEDUCTION

Section 9.1 Dues Deduction

The Employer agrees to deduct from the wages of any Employee, who is a member of the Union, all membership dues required. The Union will notify the County Auditor annually of the dues it charges and its current membership, and will update this information as needed. Employees shall submit a written authorization for dues deductions.

Section 9.2 Maintenance of Dues

Current dues paying members and any eligible Employee who becomes a union member and authorizes dues deduction during the term of this Agreement, shall continue dues deductions until the window period which exists between the one hundred twentieth (120th) and the ninetieth (90th) day prior to the expiration of this Agreement at which time they may cancel dues authorization by stating their intention in writing to both the Union and the County Auditor.

Section 9.3 Indemnification

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and the Union 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. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an Employee(s) files an action against the County and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

Section 9.4 Submission of Dues to Union

All dues collected shall be submitted to the Union to the person designated in writing by the Union.

ARTICLE 10 REPRESENTATION AND UNION BUSINESS

Section 10.1 Employee Representatives

The Employer agrees to recognize one (1) Employee representative from Bargaining Units numbers 2 through 7 inclusive. The Employer will recognize two (2) Employees for Bargaining Unit 1 (Deputies), not to exceed eight (8) Employee representatives, for the purpose of processing grievances and representing Employees pursuant to the provisions of this Agreement.

The Union will notify the Sheriff in writing of the names of all representatives of the Bargaining Units and of any changes that may occur.

Section 10.2 Labor Council Release Time

Necessary Bargaining Unit members will be permitted time off as set forth below during the work week to attend to Union and Agreement matters within their capacity. During such service in this post, the Union officials shall continue their entitlement to wages and fringe benefits allowed a Bargaining Unit member as though they were at all times performing job-related duties.

Section 10.3 Attendance at Grievance Meetings

Any Bargaining Unit member or grievance representative or witness required to attend a grievance meeting while on duty shall be considered on-duty during the meeting.

Section 10.4 Non-Employee Representative

With prior notice to the Sheriff, non-Employee representatives of the Union 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 County and the Union and to consult with the

Committee Chairman and/or the wage and grievance committee. Such meetings shall not interfere with the operations of the Office.

Section 10.5 Negotiations

Members designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. Such attendance shall be subject to the operational needs of the Office. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Negotiations will be conducted according to Chapter 4117 of the Ohio Revised Code. Meetings shall be held at mutually agreeable times and places, and shall be scheduled to avoid unnecessary interruptions in the workday. Each party shall select its own team not to exceed eight (8) members. The release from duty shall only apply to members of the Committee and shall not apply to observers. Meetings will be closed except to team members and observers.

Section 10.6 FOP/OLC Annual State Conference or Training

Representatives of the Bargaining Units herein may be permitted up to fifteen (15) days off with pay during the life of this Agreement to attend training directly related to the performance of their duties as a Bargaining Unit representative or to attend Annual State FOP/OLC conventions. Such leaves shall not adversely interfere with the normal operations of the Sheriff's Office, and must be approved in advance by the Sheriff.

Section 10.7 Bulletin Boards

The Employer shall provide bulletin board space for use by the Employees in the Bargaining Units. Material posted on the bulletin board shall relate only to the union meetings, elections, social events, and reports affecting the Employees in the Bargaining Units. No partisan or nonpartisan political announcements, posters, stickers, pins, buttons or any other campaign materials shall be posted or placed on the bulletin board. Materials of a derogatory or unprofessional nature shall be removed from the bulletin board.

Section 10.8 Use of Ballot Boxes

The Union shall be permitted, with prior notification to the Sheriff, to place ballot boxes at the Sheriff's Office for the purpose of collecting members' ballots on Union issues subject to ballots. Such boxes are the property and responsibility of the Union. Neither the ballot boxes nor the ballots shall be subject to the Employer's review. All ballot boxes shall be removed as soon as practicable after the Union issue has been determined.

ARTICLE 11 LABOR-MANAGEMENT COMMITTEE

Section 11.1 Purpose

The parties recognize that certain subjects are matters of mutual interest to the parties. The parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the administration. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass the normal chain of command. The Union is expected to attempt to resolve matters within the Sheriff's Office before raising those matters at Labor-Management Committee meetings.

Section 11.2 Committee Composition and Meetings

For this purpose, a Labor-Management Committee shall be established. The committee shall consist of two (2) management members designated by the Sheriff and one (1) Bargaining Unit member from each affected Bargaining Unit, or, if only one (1) Bargaining Unit is affected, two (2) members from the affected Bargaining Unit as designated by the Union. Additional parties may attend Labor-Management meetings if their presence is necessary to discuss the issue(s) raised and the other party has been notified of their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually convenient times, and shall be closed to the public.

Section 11.3 Matters Not Within Agreement, Management Rights

Unless the parties mutually agree, matters involving interpretation of the contract shall not be subject to Labor-Management Committee. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 13 herein. Decisions of the Labor-Management Committee shall not be subject to the Grievance Procedure unless such decisions violate a section of this Agreement.

ARTICLE 12 SAFETY AND EQUIPMENT

Section 12.1 Defective Equipment

The Employer agrees to furnish and maintain to the best of its ability all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. No Employee shall be required to use any equipment that has been designated by both the Sheriff's Office Grievance Committee and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned Sheriff's Office vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair or replacement.

Employees are responsible for reporting unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the Employer or County.

Section 12.2 Staffing

The Employer recognizes the need for sufficient manpower in operations. The Union recognizes that sufficient manpower will require rescheduling, change of shifts, required overtime and other necessary procedures to achieve coverage. It is also understood and agreed that due to circumstances (e.g. funding or staffing), the preferred staffing may not be achieved. However, it is the desire of the Employer to keep coverage to a level necessary to afford protection to the employee and the public.

Section 12.3 Equipment

A. Marked Cars

The following safety equipment shall be in any new marked vehicles purchased by the Employer:

Shotgun and ammunition	Life preserver	First Aid Kits
Flashlight	Flares	Reflecting Vests
Mounted spotlight	Traffic cones	Rope
Rifle		

B. Jail Car

Jail cars owned by the Sheriff's Office shall be equipped with a cage and radio. This will apply to jail cars purchased after the execution of this Agreement. Arrangements will be made, when necessary in the interim, to provide proper vehicles for transportation.

C. Jail Equipment

Other requests for equipment for jail employees shall be discussed in the labor-management meetings.

ARTICLE 13 MANAGEMENT RIGHTS

Section 13.1

Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Sheriff's Office, Washington County, Ohio, as such rights existed prior to the execution of this Agreement with the Union. The rights of the employer shall include, but shall not be limited to, its rights to determine the facts which are the basis of management decisions and to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Sheriff's Office, its Employees and its service to the citizens of Washington County, Ohio, consistent with the provisions of this Agreement.

Section 13.2

The Employer's exclusive rights shall include, but shall not be limited to, the following (except as expressly limited by the terms and conditions set forth in this Agreement):

- A. Determine matters of inherent managerial policy that include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its Employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall or to discipline for just cause; to maintain order among Employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted; the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain Employees and to relieve Employees from duty due to the lack of work or lack of funds;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of Employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the office as a governmental unit;
- J. The right to select and determine the number and types of Employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such Employees in accordance with the requirements determined by the Employer;
- K. The right to determine, and from time to time re-determine, the number, locations and relocations and types of its Employees, or to discontinue any locations and number of Employees;
- L. The right to establish the hours of work, work schedules, and assignments and to determine the necessity for overtime and the amount required thereof;

- M. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this contract;
- N. The right to maintain the security of records and other pertinent information;
- O. The right to determine and implement necessary actions in emergency situations;
- P. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- Q. The right to determine the Sheriff's Office goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 13.3

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer, on its behalf, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed or invested in it by the Laws and Constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to Employees represented by the Union, shall be limited only by the terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 14 WORK RULES AND INFORMATION ORDERS

The Union recognizes the authority of the Employer to promulgate work rules, policies, standards of conduct, directives, and general orders for the operation of the Office. The parties also recognize that the Sheriff's Office and all Employees are subject to, and responsible for, the implementation of statutory and administrative rule provisions (e.g. jail standards) that may not necessarily be included in the Sheriff's Office's rules, etc.

The Employer agrees that, to the extent possible, new or revised work rules and directives shall be made available to members in advance of their implementation. All work rules or directives must be applied and interpreted uniformly to all members in this Bargaining Unit. Work rules, policies, Sheriff's Office general orders, etc. cannot violate this Agreement.

ARTICLE 15 PROBATIONARY PERIOD

Section 15.1 Original Probationary Period

Every newly appointed Employee will be required to successfully complete a probationary period of three hundred sixty-five (365) days. The probationary period for Deputy Sheriffs shall begin on the first day after completion of any required basic training and the Employer receives any required certification for that position. The probationary period shall continue for a period of three hundred sixty-five (365) days. The probationary period Employee shall be evaluated at least once during his/her probationary period. The probationary Employee may be removed at any time during his/her probationary period without recourse to the grievance procedure.

Section 15.2 Promotional Probationary Period

Any Employee promoted to a position within the Office will be required to successfully complete a probationary period. The probationary period for promotional positions shall begin on the first day after completion of any required basic training, and shall continue for a period of three hundred sixty-five (365) days. The Employee shall be evaluated at least once during his probation. The promotional probationary period Employee may be removed from the promotional position at any time during his/her promotional probationary period without recourse to the grievance procedure. Upon removal from the promotional probationary position the Employee shall be returned to a position in their former classification. Any person reduced during a promotional probationary period shall be provided reasons for the reduction. Employees in a promotional probationary period may request, at any time during their promotional probationary period, to be returned to a position in their former classification. This Section shall only apply to persons who are currently employed with the Sheriff's Office at the time of their promotion. Any other Employee, whether or not in a position with the County, shall be required to serve an original probationary period as set forth in this Article.

Section 15.3 Extension of Probationary Period

Employees who are absent or on leave during their probationary period for a period of more than five (5) consecutive work days, shall have their probationary period extended by the period of the leave.

ARTICLE 16 FILLING OF POSITIONS

Section 16.1 Filling of Positions

The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article. This Article specifically covers appointments to the classifications covered by this Agreement. It is understood and agreed that this Article does not restrict or impair the Sheriff's right to assign or reassign Employees to positions within their classification and that this Article does not require the Sheriff to fill a vacant position. All positions other than those specified by this Section shall be filled by the Employer with the procedure the Employer determines.

Section 16.2 Posting and Testing

Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the bulletin boards for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the position. Employees may not submit a bid on behalf of other Employees in their absence.

The Employer shall determine an impartial method for testing or review of applicants for vacant positions. Such methods may include, but are not limited to, written promotional examinations, assessment centers, physical examinations, psychological-based examinations, and other appropriate means of examination.

Testing may include examinations administered by an assessment center. If the Employer utilizes an assessment center in the administration of an examination, the Union and Employees will be notified in the notice of the examination of such. If the Employer utilizes an assessment center, the Union may select one of the assessors for the panel, which assessor must meet the criteria for appointment to an assessment panel.

Notices of examinations shall include a listing of the portions/sections of the examination and any applicable study materials.

Section 16.3 Promotional Lists

Promotional lists shall be good for no less than one year and no more than three years.

Section 16.4 Temporary Filling of Vacancy

The Employer may temporarily fill a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty (180) days.

ARTICLE 17 INVESTIGATIONS

Section 17.1 Criminal Investigations

A Bargaining Unit member 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.

Section 17.2 Internal Investigations

Before a Bargaining Unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. At any time a formal investigation

concerning a Bargaining Unit member occurs wherein disciplinary action of record (reprimand of record, suspension, demotion/reduction in rank, or removal) will or may result, the member will be notified when he is first questioned that such result is possible.

When a Bargaining Unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be made without the knowledge of the non-requesting Bargaining Unit member and/or the Employer.

Section 17.3 Duty to Report

It is understood and agreed that all Employees have the responsibility to report actual or perceived violations of rules or standards of conduct by another Employee of this or any other agency. It is equally understood that the failure to report violations is itself a violation. Nothing herein shall be construed as restricting members of the Bargaining Unit from reporting violations of office rules or policy committed by other members of the Bargaining Unit.

Section 17.4 Anonymous Complaints

An anonymous complaint shall not be, in and of itself, the basis for any action against an Employee. The Office may, however, investigate the complaint and, if corroborated, may become the accusing party and pursue discipline under the terms of this Agreement.

Section 17.5 Access to Information

Excluding matters involving criminal investigations, any member who is charged with violating Office rules and regulations will be provided, upon request, access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time to allow the member and/or the Union to conduct an independent investigation in the matter. All Employees shall be obligated to cooperate in the investigation conducted by the Employer. Either party has the right to take notes during an interview. If a transcript of the tape is made by the Employer, the member will be provided a copy of such transcript upon written request to the Employer.

Section 17.6 Time Frames For Investigation

In a non-criminal investigation of an Employee, it is understood and agreed that the investigation should occur and formal charges be brought (if any) within sixty (60) days after the Sheriff, acting in good faith, becomes aware of an alleged occurrence which could give rise to discipline. An Employee under investigation may request, and upon request will be given, periodic updates as to the status of the investigation from the Major or Chief Deputy. An Employee will be notified in writing as to the outcome of any investigation.

ARTICLE 18 DISCIPLINE

Section 18.1 Discipline for Cause

No Bargaining Unit member shall be reduced in pay and/or position, suspended, or removed, except for just cause.

Section 18.2 Notification of Charges and Pre-disciplinary Meetings

Upon completion of an investigation and prior to a pre-disciplinary meeting with the Sheriff or his designee, a member will receive a written statement of proposed charges and specifications. The specifications of the charges may be amended any time up to the time formal charges are brought. At the meeting, the charged Bargaining Unit member or his representative(s) will be allowed to present his response. A member who is charged, or his representative, may make a written request for a continuance prior to the meeting. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon. If the parties fail to agree to a new meeting date, the Employer may schedule the new date.

Section 18.3 Discipline Conducted in Private

All discipline and counseling will be conducted in private and the Employer will notify the affected member of any charges or of any decision reached as a result of a pre-disciplinary meeting prior to any public statement.

Section 18.4 Progressive Action

The principles of progressive disciplinary action will normally be followed with respect to minor offenses. The progression, where appropriate, may include an oral reprimand, a written reprimand, and a short term, then long term suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident.

Section 18.5 Duration of Disciplinary Records

All actions of record may be maintained in each member's personnel file throughout his period of employment except as set forth below. Provided there are no intervening disciplinary actions, records of discipline shall cease to have force and effect, or be considered for future disciplinary matters, according to the following schedule:

Oral Reprimands	After 12 Months
Written Reprimands	After 18 Months
Suspensions	After 36 Months

Records of discipline that cease to have force or effect in accordance with the above timeline will be removed from the Employee's personnel file upon request by the Employee.

In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. All removal of records shall be in accordance with Ohio law.

Date tentatively agreed: Current language

ARTICLE 19 PERSONNEL RECORDS

Section 19.1 Review of Personnel File

Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer, and in the presence of the Employer or his designated representatives. In the event that a member's personnel file is maintained as a digital copy, the member may be permitted to view a digital copy of his personnel file upon request. The County shall abide by and follow provisions of Ohio Revised Code Chapter 1347, Personal Information System Act. If, upon examining his personnel file, any Bargaining Unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the member's contentions, he shall remove the faulty document from the personnel file. If he does not concur with the contentions of the member, he will attach the member's written memorandum to the document in the file.

Section 19.2 Release of Information to the Public

Employees will be notified when a request for information is made for the Employee's personnel file. The Employer will comply with Ohio and federal law in the release and non-disclosure of personal information.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 20.1 Grievance Policy

The Washington County Sheriff and the FOP/OLC 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. No reprisals shall be taken against any Employee initiating or participating in the grievance procedure. The parties recognize and agree that informal resolution of perceived grievances should first be attempted, where reasonably possible, prior to the submission of a formal, written grievance.

Section 20.2 Grievance Defined

A grievance is a claim based upon the interpretation, meaning, or violation of any of the provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. It is not intended that the Grievance Procedure be used to affect changes or modify this Agreement.

A Grievance may be initiated by the Union or an aggrieved Bargaining Unit member. Grievances must be completed and filed on the authorized grievance form agreed to between the parties to this Agreement. Such form shall provide for a statement of the grievance and all relevant facts; the particular provision(s) of this Agreement that are alleged to have been misinterpreted, misapplied or violated; and, the remedy sought.

Section 20.3 Disciplinary Action Defined

For the purposes of this Agreement, disciplinary action is any reduction in pay and/or position, removal or suspension, as set forth in Article 18 of this Agreement. Grievances regarding discipline shall be initiated at Step Two.

Section 20.4 Steps in the Grievance Procedure

A. Step One - Immediate Supervisor

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. Grievances brought to the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered. Either the grievant or the supervisor may document the grievance meeting in the form of a memo or other appropriate means.

A grievance representative may accompany the grievant should the latter request his attendance. Within ten (10) calendar days of the submission of the grievance, the supervisor shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the formal steps which follow.

B. Step Two - Sheriff

Should the member-grievant not be satisfied with the answer in Step One, within ten (10) calendar days after receipt of the Step One response (or ten (10) days after the Step One meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the office of the Sheriff. The Sheriff or his designee shall date the form, accurately showing the date his Office received the form.

The Sheriff or his designated representative shall, within ten (10) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Grievance Chairman or his designee. The Chairman or his designee may bring with him to the meeting the member-grievant and appropriate grievance representatives. The Sheriff and the Employee may bring any appropriate witnesses.

Within ten (10) calendar days of the meeting at Step Two, the Sheriff shall submit to the grievant and/or the Grievance Chairman his written response to the grievance.

C. Step Three - Arbitration

1. If the member-grievant is not satisfied with the answer in Step Two, within twenty-one (21) calendar days after receipt of the Step 2 response, (or twenty-one (21) days after the Step 2 meeting if no response is received) the Labor Council may appeal to Arbitration by serving the Employer a notice of intent to arbitrate.
2. Within twenty-one (21) days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Labor Council, shall by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service to hear the arbitration.
3. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other six (6) names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Service shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting.
4. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.
5. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing, and recorded testimony from both parties. The arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such

- dispute may be withdrawn by either party. The issue of arbitrability may be submitted to the arbitrator.
6. The fees of the Arbitrator and the rent, if any, for the hearing room shall be split equally between the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fees shall be split equally if both parties desire a reporter or request a copy of the transcript.
 7. The grievant, the Union representative, and Employee witnesses called by either party, who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the County, the office and the safety of the citizenry of the County are not compromised.
 8. Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.
 9. At least ten (10) calendar days prior to the date scheduled for arbitration, the parties shall submit to each other the names of witnesses, and their expected testimony, and the documents intended to be used in an arbitration hearing in their case in chief.
 10. No decision by an arbitrator shall infringe upon the following:
 - a. The obligation of the County or Sheriff's Office as expressed or intended by the provisions of Ohio Law;
 - b. The statutory obligations of the County or Sheriff's Office;
 - c. The legal principles expressed by Ohio Supreme Court determination or by any other Court of competent Jurisdiction, or in the general body of legal principles which are applicable to Counties and their functions.
 11. The Arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period more than three (3) years prior to the date of the filing of a grievance. The Arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The Arbitrator shall not grant relief that extends beyond the termination date of this Agreement. The Arbitrator may not make an award or decision that in effect grants either party that which it was clearly unable to secure during past collective bargaining negotiations.

12. It is expressly understood that the decision of the Arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The Arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 20.5 Grievance Timelines

Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall be deemed denied and presented to the next step. Time limits may be extended by the Employer, the grievant and the Union representative by mutual agreement in writing.

Section 20.6 Class Grievances

Class grievances may be initiated by the Union at Step Two of the Grievance Procedure, subject to the time limits of Step One. All members of a class must be identified.

Section 20.7 Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the Bargaining Unit during the exercise of his rights as provided by the grievance and arbitration procedure contained in this Agreement.

Section 20.8 Exclusivity

This grievance procedure shall be the exclusive method of resolving grievances. However, in no way shall this exclusivity deny an individual his Constitutional Rights, and any individual may pursue his Constitutional Rights. Neither the County nor the Sheriff's Office may be denied its legal rights under the State law.

ARTICLE 21 LAYOFF AND RECALL

Section 21.1 Layoff Notification

When the Employer determines that a layoff or job abolishment is necessary for lack of work, lack of funds, or reorganization, the affected Employees shall be notified as soon as is practicable, but in any case no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Employer agrees to meet with the Union to discuss layoffs and alternate means to layoffs if requested by the Employer or the Union.

Section 21.2 Layoff

The Employer shall determine in which rank and division layoffs will occur. Employees shall be laid off within each rank and division in the inverse order of departmental seniority, beginning with the least senior and progressing to the most senior up to the number of Employees that are to be laid off.

Within a division where a layoff occurs, all temporary, intermittent, part-time, and seasonal Employees (paid Employees) of the Employer will be laid off before members of the Bargaining Units. The Employer may continue to utilize unpaid volunteers (e.g. reserve or auxiliary Employees) after layoff. Divisions of the Sheriff's Office shall be as designated by the Employer.

Section 21.3 Displacement of Employees

In the event of a layoff, Employees will be eligible to displace Employees in a lower rank in their division as defined in Section 21.4 provided the Employee has more departmental seniority than the least senior Employee in the next lower rank. Displacement shall occur in the inverse order of the rank structure as set forth in the divisions listed herein. Employee(s) may only displace to a lower rank if they meet each of the following criteria at the time of displacement:

1. The Employee has all of the necessary qualifications for the position he is to displace; and,
2. The Employee has all appropriate State certifications.

Displacement shall occur until the least senior Employee(s) is (are) laid off to achieve the goal of the layoff.

Section 21.4 Divisions

Criminal Division-Sworn Personnel

Lieutenant
Sergeant
Deputy

Dispatch Division

Communications Sergeant
Assistant Communications Supervisor
Dispatcher

Maintenance

Maintenance

Corrections Division

Lieutenant
Sergeant
Corrections Officer

**Corrections Division -
Support Personnel**

Head Cook
Cook

Control Room

Control Room Operators

Section 21.5 Recall Notification

The Employer shall provide written notice of recall to the affected Employee at the Employee's last known address. It shall be the responsibility of each Employee to keep the Sheriff informed of his current residence or mailing address.

Laid off Employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an Employee's recall rights shall continue until said Employee is contacted or until fourteen (14) days have lapsed.

Section 21.6 Time Limits for Recall

The laid off Employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of this time, the next Employee in line on the eligibility roster shall be notified in accordance with the above paragraph and be given his right to recall.

The Employee who has been properly notified by the Sheriff must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day period, or at the discretion of the Sheriff. Employees who fail to report for work as specified above shall forfeit their recall rights and the next Employee in line on the eligibility roster shall be notified.

Laid off Employees shall have recall rights for one (1) calendar year from the effective date of layoff.

If a Bargaining Unit member has bumped into a lower rank, he shall be reinstated to a vacancy in his prior rank before any member is installed to a position in that rank.

Section 21.7 Probationary Period

Recalled Employees shall not serve a probationary period upon reinstatement, except that Employees serving a probationary period at lay-off shall be required to repeat such probationary period.

Section 21.8 Cooperation in Event of Layoff

The parties recognize that, due to the unique funding sources for this Employer, unusual circumstances may occur which would require unusual methods to address economic/fiscal short falls. In the event this should occur, the parties agree that they will meet to discuss available alternatives, the impact of the shortfall, and possible alternatives. The parties agree that in this event, restructuring of the Sheriff's Office and/or positions may be necessary in order to continue the functions and responsibilities of the Office. Ability to perform duties and seniority shall be considered when restructuring occurs.

ARTICLE 22 SENIORITY

Section 22.1 Definition of Seniority

Departmental Seniority shall be defined as the continuous uninterrupted full-time service with the Employer. Departmental seniority shall govern all seniority issues other than vacation scheduling. For purposes of vacation scheduling, seniority is addressed in Article 28.

Section 22.2 Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all members in the Bargaining Units, such list becoming effective on or after the date of execution of this Agreement and posted thereafter annually by January 15th. Any complaints or disputes regarding the seniority list must be filed with the Employer within fifteen (15) calendar days of the posting of the list. This list shall resolve all questions of seniority affecting Employees covered under this Agreement. Disputes as to seniority listing not resolved administratively shall be resolved through the Grievance Procedure.

ARTICLE 23 MEDICAL EXAMINATIONS

Section 23.1 Examinations - General

Examination of Employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of Employees. Examinations shall be required for Employees when ordered by the Employer or his designee. Examinations may be either periodic or as the Employer or designee requires.

Section 23.2 Health and Safety

Examinations are intended to guard the health and safety of Employees and will be ordered only when necessary, as a precautionary measure, periodically to ensure the health of Employees or when, in individual situations, the Employer has reasonable concern for an Employee's ability to perform the material and substantial duties of his position.

Section 23.3 Examinations

The Employer may require an Employee to take an examination, conducted by a licensed practitioner, to determine the Employee's physical or mental capability to perform the material and substantial duties of the Employee's classification. If found not qualified, the Employee may request available sick leave or vacation or medical leave without pay with the right to return. The cost of such examination shall be paid by the County. If the Employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

Section 23.4 Inability to Perform

If an Employee after examination is found to be unable to perform the material and substantial duties of his position, then the Employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to Workers' Compensation, if eligible). If an Employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for Workers' Compensation benefits.

Section 23.5 Right of Reinstatement

Right of reinstatement under the provisions of this Article shall continue for a period of two (2) years (which period includes time spent in any leave status, paid or unpaid) unless the Employee is certified as being able to return to work by a physician of the Employer's choice. If an Employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the Employee on an unpaid leave or disability separation. If the Employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer.

Section 23.6 Return

Employees requesting return from disability separation must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work.

Section 23.7 Requirements

Refusal of an Employee to submit to an examination will be considered as insubordination and shall be grounds for discipline that may include dismissal.

Section 23.8 Cost of Examinations

Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer that would respond to the questions of an Employee's ability to perform the material and substantial duties of his position.

ARTICLE 24 LEAVES OF ABSENCE WITHOUT PAY

Section 24.1 Unpaid Personal Leave

Upon the written request of an Employee, the Employer may grant an Employee a leave of absence without pay for appropriate reasons, provided the leave does not interfere with the operation of the office. The maximum duration of a leave of absence without pay for personal reasons of the Employee shall not exceed six (6) months. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be

decided by the Employer based upon its own merits. Except for emergency situations, Employees shall request the leave thirty (30) days prior to the starting date of the leave.

Section 24.2 Education Leaves

Unpaid educational leave may be granted for a maximum period of one (1) year for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.

Section 24.3 Leave For Medical Reasons

A physically or mentally incapacitated Employee, who has exhausted his accumulated sick leave and vacation time, may request up to six (6) months of personal leave without pay if he/she can present evidence as to the probable date on which the Employee will be able to return to his/her classification. Such request should be in writing, with supporting evidence attached. Upon request to return, the Employee may be required to present medical documentation that he/she is able to perform the duties of his/her position and/or the Employee may be required by the Employer to submit to a medical examination to determine his/her fitness to return to duty and fully perform the duties of his/her classification.

Section 24.4 Failure to Return from Leave

When an Employee fails to return to work upon the expiration of an authorized leave of absence without pay, or within three (3) days of notification of cancellation of a leave of absence, that Employee shall be considered as having resigned from the position as of the expiration of the authorized leave.

Section 24.5 Status While on Leave, Abuse of Leave

An Employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit and all fringe benefits cease while on leave. Employees on a leave of absence shall not accrue seniority but shall have their seniority frozen as of the date the leave begins.

If it is determined that an Employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Sheriff may cancel the leave and provide the Employee with a written notice directing the Employee to report for work. Abuse of leave shall be sufficient cause for removal.

Article 24.6 Filling Vacancies Due to Leaves

If, during the leave of absence of an Employee, the Employer chooses to fill the vacant position, it may do so as a temporary vacancy or it may assign other Employees to work such position during the period of the leave. Upon return of the Employee from the leave, the Employer may terminate the employment of the person filling the temporary vacancy if the person was hired

from outside the office. If the Employee filling the temporary position was transferred from within the office, the Employer may return the transferred Employee to his same or similar position in his same classification. Employees terminated and/or returned to previous positions pursuant to this Section have no right of appeal or grievance.

ARTICLE 25 MEDICAL INSURANCE

Section 25.1 Coverage and Contribution

The Employer will provide group medical insurance for Employees of the Bargaining Unit. Employees may choose to participate in the group plan. Employees who participate shall contribute twenty percent (20%) of the premium.

Section 25.2 Insurance Plan

The Employer will make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the schedule of benefits and method of provision and coverage (i.e. single, family, two-party, etc.) as provided under the offered plan(s).

The Employer agrees to meet with the Union, upon its request, to discuss changes in the coverage in the insurance plan, changes in premiums, or regarding any other concerns the Employees may have regarding medical insurance.

Section 25.3 Employee Responsibilities

Employees shall be responsible to immediately report to the Employer any change in status (e.g. marital, child, etc.) which would affect their status under the insurance plan.

Employees who do not have sufficient compensation in a given pay period to cover their premium contribution shall be discontinued from coverage unless the Employee(s) make(s) direct payment to the Employer of their share of the health insurance premium. Any re-enrollment or reinstatement of an Employee to the insurance plan shall be subject to the re-enrollment provisions of the insurance contract.

ARTICLE 26 PROFESSIONAL LIABILITY COVERAGE

Section 26.1

The parties understand that Employees, as agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The County is obligated under Revised Code Chapter 2744 to defend Employees acting within the scope of their employment against lawsuits and actions brought against Employees by third parties. The parties recognize that the Employer is not required by this Agreement to provide Employees with professional, outside liability insurance coverage. Should the County purchase such professional liability insurance, or in the

event the County becomes self-insured for professional liability, the County shall advise the Union and Employees of the new plan and the extent of its coverage.

ARTICLE 27 HOLIDAYS

Section 27.1 List of Holidays

Holidays shall be as follows:

- | | | | |
|----|------------------------|-----|---------------------|
| 1. | New Year's Day | 7. | Columbus Day |
| 2. | Martin Luther King Day | 8. | Veterans' Day |
| 3. | President's Day | 9. | Thanksgiving |
| 4. | Memorial Day | 10. | Christmas |
| 5. | Independence Day | 11. | Employee's Birthday |
| 6. | Labor Day | | |

Section 27.2 Continuous Operations Employees/Rescheduling or Pay for Holidays

All regular full-time Employees in continuous operations positions will be paid eight (8) hours pay for the holiday in addition to the hours the Employee actually works on the holiday. Continuous operations Employees shall be paid time and one-half (1½) for all hours actually worked on the holiday.

Holidays may be scheduled as leave throughout the calendar year with the remainder paid in a lump sum the first pay day of December. Employees may receive the holiday pay in the pay day in which the holiday occurs, reschedule from the holiday leave (bank) the holiday, or bank the holiday for conversion in December of the year. Employees will indicate on the time sheet in which the holiday occurs which type of compensation they wish for each individual holiday. If there is no indication by the Employee, the holiday will be banked. If an employee's birthday falls on another scheduled holiday, the employee must bank at least one of the holidays.

The conversion of holidays shall be made at the Employee's regular, straight-rate hourly rate. The conversion payment is not considered as hours worked and is to be considered a lump sum payment not part of the Employee's salary. Holidays "banked" must be scheduled as any other leave and must be used in increments of a normal work day for the Employee. Banked holidays for reschedule not used by December 1 of each year shall be converted and paid out the first pay day in December of each year. There shall be no carryover of "banked" holiday leave.

Section 27.3 Non-continuous Operations Employees

All Employees who normally work Monday through Friday and are not on a twenty-four (24) hour a day schedule (non-continuous operations), shall observe the holiday on its actual date of occurrence except that any holiday which occurs on a Saturday shall be observed on the previous Friday and any holiday which occurs on a Sunday shall be observed on the following Monday. Any five (5) day work week Employee (non-continuous operations Employee) who is ordered to

work on previously-scheduled off holidays shall be paid at the rate of one and one-half (1 ½) time for all hours actually worked.

Section 27.4 Holidays During Scheduled Vacations

When a holiday occurs during an Employee's scheduled vacation, the Employee may choose to either: (1) bank the holiday; or, (2) be paid for the holiday rather than take a vacation day. The Employee shall make the election at the time vacation is scheduled. The election shall not affect an Employee's forty-hour vacation block.

Section 27.5 Equalizing Holidays

The Employer will attempt to equalize holidays worked among all Bargaining Unit Employees within appropriate work units and classifications. The Employer will attempt to not assign an Employee to work both Thanksgiving and Christmas.

ARTICLE 28 VACATION

Section 28.1 Vacation Accrual

Full-time Bargaining Unit Employees shall be eligible for paid vacation, accrued by pay period, up to the amount of each pay period as follows:

Number of Years of Service	Vacation Accrued Each Year	Hrs. Accrued per 80 Hrs. in Active Pay Status
at least 1, but less than 8	80 hours	3.1 hours
at least 8, but less than 14	120 hours	4.6 hours
at least 14, but less than 22	160 hours	6.2 hours
at least 22 and above	200 hours	7.7 hours

Section 28.2 Service Time

For Employees of the Bargaining Units employed as of January 1, 1993, service time shall be their service time as of that date. For Employees employed with the Sheriff's Office after January 1, 1993, service time shall be their accumulated, uninterrupted service with the Office.

Section 28.3 First Year Employees

Employees in their first year of employment shall not accrue vacation leave. Upon completion of their first year of employment and successful completion of their probationary period, Employees shall be granted eighty (80) hours of vacation leave or the equivalent of two (2) weeks if Employee works less than a forty (40) hour work week.

Section 28.4 Seniority For Selection Of Vacation

In the month of October each year, Bargaining Unit members may select the periods of their annual vacation on the basis of seniority within the rank/classification within their division and assignment by filing a written request with their scheduling officer between October 1 and October 31.

Vacation requests submitted after October 31 each year will be granted on a first come, first serve basis. Vacation requests submitted in the month of October each year will be approved or disapproved by December 15. Vacation requests submitted after the last day of October will be approved or disapproved within a reasonable period of time.

Vacation schedules may be adjusted to accommodate seasonal operations, revisions in organization, work assignments or the number of personnel in particular ranks/classifications, and shifts.

The vacation requests shall be subject to operational needs, by shift and assignments, e.g. road, detective, jail, etc.

Section 28.5 Vacation Block And Rescheduling

Each year all Employees must schedule at least one (1) forty (40) hour block of vacation leave unless one (1) day in the week the vacation leave is requested is a holiday (unless the Employee has "banked" the holiday).

Bargaining Unit members may schedule up to their yearly accumulation of vacation leave in the month of February. For vacation requests made in February that are less than five days in length, the first request shall be considered and approved or disapproved on the basis of seniority. All other vacation requests less than five days in length will be subordinate to vacation requests of five days or more.

The Employer shall have the right to deny vacation requests if the work load requirements so mandate. Employees who have previously scheduled vacation canceled by the Sheriff may carry over the vacation to the next year or reschedule the vacation in the same year if sufficient blocks of leave time are available.

Section 28.6 Accumulation of Vacation Leave

Vacation leave may be accrued up to two (2) times the Employee's annual accumulation rate. Excess vacation shall be forfeited, unless the Employee can demonstrate that the excess accrual was the result of the Employer's inability to accommodate the Employee's reasonable requests for time off.

Section 28.7 Payment Upon Separation

Any Employee with more than one (1) year of service who voluntarily terminates employment in good standing shall be paid for any earned but unused vacation leave.

ARTICLE 29 SICK LEAVE

Section 29.1 Sick Leave Uses

Employees may request sick leave for absences resulting from illness as described below, provided they follow the Employer's notification policy. Sick leave may be requested for the following reasons:

1. Illness, injury, or pregnancy-related condition of the Employee;
2. Exposure of Employee or a member of his or her immediate family to a contagious disease that would have the potential of jeopardizing the health of the Employee or the health of others;
3. Examination of the Employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
4. Illness or injury of a member of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the family member.

Section 29.2 Immediate Family

For purposes of this Article, the "immediate family" is defined as the Employee's: mother, father, brother, sister, child, spouse, grandparent, grandchild, aunt, uncle, step-parent, step-child, step-sibling, mother/father/sister/brother/daughter/son-in-law, legal guardian or other person who stands in the place of a parent, or other person approved by the Sheriff, Chief Deputy, or Major.

Section 29.3 Accumulation 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 may be defined as hours worked, hours on vacation, hours on holiday leave, and hours on paid sick leave. Part-time Employees accrue sick leave on a proportionate basis to the hours paid by each pay period. The amount of sick leave time any one Employee may accrue is unlimited. Employees absent on sick leave shall be paid at the same basic hourly basis as when they are working, providing they have the sick leave accrual to cover the period of absence.

Section 29.4 Notification and Request for Sick Leave

When an Employee is unable to report to work due to illness or injury, he/she shall notify his/her supervisor or other designated person not less than one (1) hour prior to his/her scheduled starting time, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the supervisor.

Upon return to work, an Employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an Employee utilizes sick leave for medical appointments, or where an absence is for three (3) consecutive days or more, require the Employee to furnish a certificate from a physician, dentist or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis. The Employer maintains the right to investigate any Employee's absence.

Section 29.5 Use of Vacation Leave

Vacation leave may be used for sick leave purposes, at the Employee's request, and with the approval of the Sheriff after sick leave is exhausted. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Appointing Authority, be granted a personal leave of absence without pay for a period not to exceed six (6) months. Illnesses exceeding six (6) months will be considered Disability Separation as outlined in the Sheriff's Office manual.

Section 29.6 Abuse of Leave

Any Employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action in accordance with Sheriff's Office policies. Altering a physician's certificate or falsification of a written signed statement shall be grounds for dismissal. The Employer retains the right to investigate an Employee's absence.

All Employees, the Union, and the Employer recognize that abuse or misuse of sick leave is of mutual concern and that all parties recognize their responsibility to use sick leave only for legitimate uses.

Sick leave abuse/pattern of abuse or misuse of sick leave is the use of sick leave for any purpose other than for that for which it was intended or provided. Consistent periods of sick leave usage may indicate a pattern of abuse, for example (but not limited to):

1. Before or after holidays without a doctor's excuse;
2. Before or after vacation/weekends or scheduled days off without medical justification;
3. Continued long term pattern of maintaining a zero or near zero sick leave balance without medical justification;

4. Absence following overtime or off-duty assignment without medical justification;
5. Three (3) or more incidents of usage within any sixty (60) day calendar period without medical documentation. For the purposes of this Section, an incident of sick time use is any single block of time for which sick leave was utilized;
6. Fraudulent use of sick leave documentation such as altering a physician's certification or statement;
7. Other facts that may demonstrate abuse/misuse.

Anytime the Employer or his designee considers or believes that an Employee may be abusing sick time they will notify the Employee in writing. The Employee will be advised that any future usage of sick time for the next ninety (90) calendar day period or other reasonable period will require a written statement from a medical practitioner. Absent a medical excuse, sick time may be denied and the Employee may be subject to disciplinary action including insubordination. The Employer will be responsible for any cost regarding any related doctors visits for any required medical excuse.

When unauthorized sick leave abuse and/or misuse is substantiated, the Employer may initiate corrective and progressive discipline warranted in accordance with the principles of progressive discipline according to the severity of the incident(s).

The notice period does not preclude or limit the Employer from issuing discipline for future incidents of abuse/misuse of sick leave.

Section 29.7 Transfer of Sick Leave

Employees who transfer between County departments or agencies, or from another public agency, or who are reappointed or reinstated by the Sheriff, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment or transfer does not exceed ten (10) years. The words "public agency" as used above includes the State, counties, municipalities, all boards of education, libraries, townships, etc. within the State.

Section 29.8 Sick Leave Conversion upon Death or Retirement

A Bargaining Unit Employee at the time of retirement from active service with the Sheriff's Office shall be paid one-fourth (1/4) of the value of his or her earned but unused sick leave credit to a maximum payment of thirty (30) days or two hundred forty (240) hours. To qualify for such payment, the Employee shall have had, prior to the date of retirement, ten (10) or more years of service with the County, the State, or any of its political subdivisions, and be eligible to receive PERS benefits.

Such payment shall be based on the Employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the

Employee. Eligible Bargaining Unit Employees, retiring from active service, shall request such payment in writing, in order to initiate the payment process.

Employees who die shall be considered to have terminated their employment as of the date of their death and shall be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with applicable provisions of the Revised Code or paid to the Employee's estate.

Section 29.9 Annual Sick Leave Conversion

In December of each year Employees may convert the equivalent of two normal working days of sick leave to personal leave. The leave must be taken in the following calendar year. The Employee must have the equivalent of one normal working day of sick leave available as of December 31 of each calendar year. The leave must be used in one block that is the equivalent to the employee's regular work day and must be scheduled with the approval of the Employee's supervisor.

ARTICLE 30 BEREAVEMENT LEAVE

Any eligible Employees may be granted usage of sick leave, upon approval of the Sheriff, for a maximum of five (5) working days in the event of a death of an immediate family member, as defined in Article 29.

ARTICLE 31 PAYMENTS TO AN ESTATE OF EMPLOYEE

The estate of a deceased Employee shall be paid all accumulated vacation pay and the amount of sick leave conversion that would be paid an Employee on retirement according to Article 29 of this Agreement. Compensation under this Article shall be calculated at the Employee's final rate of pay.

If an Employee is killed in the line of duty the Employer shall make reasonable efforts to work with the family of the deceased officer to have appropriate programs, e.g. victims of crime program, to pay for reasonable burial expenses. The Union agrees to cooperate and work with the Employer in programs that offer support services to families of officers killed in the line of duty and to work with the Employer in establishing a policy and procedure for such program. Any Employee killed in the line of duty shall be honored with an appropriate display in the Sheriff's Office.

ARTICLE 32 RETIREMENT OF EMPLOYEES

Section 32.1 Retired Defined

For purposes of this Article, full-time employees shall be considered retired when they are approved to draw benefits from the Ohio Public Employees Retirement System after fifteen (15) years of regular service with the Washington County Sheriff's Office or, in the alternative, employed as a peace officer for an aggregate of fifteen (15) years or more. Further, employees must retire in good standing and not for reasons of a psychological or mental disability. At the time of retirement the employee must be qualified to carry a firearm in the line of duty.

Section 32.2 Purchase of Service Weapon

A member who retires (for reasons other than a psychological or mental disability) from active duty may purchase his/her service weapon from the Office for the cost of one dollar (\$1.00). This Section shall apply to commissioned officers of all Bargaining Units who are issued a handgun by the Sheriff's Office.

Section 32.3 Retirement Identification Card

A member who retires from active duty shall be issued a retirement identification card. The Employer may stamp "retired" on the identification card to show that the member is no longer employed by the Agency or the Employer may issue a new identification card that identifies the member as retired.

Section 32.4 Retirement Badge and Case

A member who retires from active duty shall be issued a retirement badge in a badge case. This Section shall apply to members who normally wear a badge as part of their uniform.

ARTICLE 33 DRUG AND ALCOHOL TESTING

Section 33.1 Statement of Intent

Alcoholism and drug abuse or addiction is recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-free environment and to be free from direction by any individual where reasonable suspicion exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

Section 33.2 Testing Reasons

Drug/alcohol testing may be conducted on employees randomly and upon reasonable suspicion. Random testing may be conducted up to twelve times per year by an external testing facility

licensed for such purpose. Employees will be chosen at random by the testing facility. The Sheriff or his designee may order any on-duty employee of the Office to undergo a drug or alcohol screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. An employee may of his own volition, even if he is not ordered to do so, may undergo a drug or alcohol screening test if he is involved in an accident or injury while on the job. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 33.3 Testing Procedures

All tests will be conducted by certified professional personnel. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer will order the employee to undergo a confirmatory test at a different laboratory if available. A positive result from an alcohol test means a level of impairment as outlined under O.R.C. 4511.19(3). The Employer may place an employee on administrative leave before the time the confirmatory test results are complete.

Section 33.4 Confirmation and Discipline

If the screening test and confirmatory test are positive, the Employer may discipline the employee for his inappropriate use of alcohol or drugs unless the employee enrolls in a rehabilitation or detoxification program. An employee who enrolls in a rehabilitation or detoxification program for the first time, will not be disciplined for his inappropriate use of alcohol or drugs; however, nothing in this Article will prevent the Employer from disciplining an employee who engages in inappropriate conduct and/or violates law (including a positive test result for illegal substances) or Office policy while under the influence of drugs or alcohol. An employee who notifies the Employer that he is an addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed in a leave of absence without pay for a period of the rehabilitation or detoxification program. Employees off the payroll or on paid leave under this Section may be placed on paid administrative leave and required to relinquish their duty gear, i.d. badge, and firearm. An employee on leave shall not, possess the power to arrest. Upon the completion of such program, if a retest demonstrates that the employee is not abusing alcohol or drugs, the employee shall return to his position. The Employer may require such employee to submit to periodic random retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

Section 33.5 Test Results/Refusals

If the employee:

1. Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;

2. Refuses to release the results of screening or confirmatory tests to the Employer;
3. Fails to successfully complete a program or rehabilitation or detoxification; or,
4. Tests positive at any time after his return to work upon completion of a program of rehabilitation or detoxification;

such employee shall be subject to disciplinary action up to and including discharge.

Section 33.6 Confidentiality

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

Section 33.7 Cost

The Employer shall pay for drug and alcohol screening and confirmatory tests as well as for costs of a rehabilitation or detoxification program, which exceeds the amounts paid by insurance.

Section 33.8 Prescription Drug Notification

Employees must immediately notify the Employer in writing of any prescription drug use which may affect their job performance.

Section 33.9 On-duty Accident / Shooting

Any on-duty officer involved in any accident causing bodily injury or significant property damage or any shooting incident other than humane disposal of an injured animal, shall submit to a drug and alcohol test as soon as possible after the incident. The results of said test will not be released until the officer has a copy of the results.

ARTICLE 34 INJURY LEAVE

Section 34.1 Purpose

Injury leave is not intended to duplicate the benefits of Workers' Compensation. It is understood that receipt of wages or wage benefits pending a determination of benefits is a legitimate concern of both the Sheriff and the Employees. This provision is intended to provide Employees with an understanding that if there is a legitimate work-related injury that the Employee will not have an interruption in compensation. The determination of whether an injury is work-related may be made by the Employer (at his discretion) or by Workers' Compensation.

Section 34.2 Injury Leave

Employees may be eligible for injury leave for work-related injuries, i.e., injuries resulting from the performance of duties for the Sheriff's Office. The injury leave may be up to sixty (60) calendar days per injury to a maximum of sixty (60) calendar days per calendar year for all injury leave requests. The Employer may, at his sole discretion, extend injury leave up to an additional sixty (60) calendar days.

Employees who believe they have been injured in the performance of duties of the Sheriff's Office and have filed an injury leave claim must also request wage/salary benefits. The Employer may, at his sole discretion, instruct the Employee not to request the wage/salary benefits when filing a claim with the Bureau of Workers' Compensation. A copy of the filing shall be submitted by the Employee with an application for injury leave.

The injury leave will be available for the time the Employee is waiting for determination of eligibility from the Bureau of Workers' Compensation. Once the Employee is determined eligible for workers' compensation benefits, the Employee shall receive the salary/wage benefits from the Bureau of Workers' Compensation and the injury leave shall be discontinued.

Upon approval of the claim, Employees who have received injury leave pursuant to this Article shall tender to the Employer all wage benefits received from Workers' Compensation. If Workers' Compensation determines that the injury claim is not work related, the Employee must reimburse the Employer for all injury leave time. The reimbursement may be made by cash reimbursement for all costs, by charge against the Employee accrued, unused leave balances (e.g. sick, vacation, personal, etc.) or a combination. Sick leave must have sufficient documentation for use.

Section 34.3 Return to Duty, Reassignment

Employees must return to duty upon release from injury leave. Partial release or light duty may be granted by the Employer, at his discretion, upon written application by the Employee with sufficient documentation. The Employer may, at his sole discretion, place an Employee who is injured or unable to completely perform his duties, on injury leave or reassign the Employee to another classification where the Employee is capable of performing the duties of the position. If an Employee is reassigned to another classification, the reassignment may only be for the period of disability leave (sixty (60) calendar days) and the Employee shall be paid his regular rate of pay. The reassignment to another classification may also be used by the Employer, at his discretion, for a period of rehabilitation not to exceed the length of disability leave, (sixty (60) calendar days).

ARTICLE 35 UNIFORMS AND ALLOWANCES

Section 35.1 Uniform Issue

All Deputy Sheriffs, Detectives, Sergeants, Lieutenants, and Captains shall have and wear the following uniform items:

- 4 Long sleeve shirts (2 for detectives)
- 4 Short sleeve shirts (2 for detectives)
- 4 Pairs of pants (2 for detectives)
- 1 Summer jacket
- 1 Winter jacket
- 2 Ties
- 2 Hats
- 1 Raincoat
- 1 Pair shoes/boots
- All required leather gear, weapons and accessories
- First class body armor

Deputies: required to be worn except as permitted by the Sheriff.

Detectives: required to be available and be worn in high-risk situations.

All Corrections Officers, Control Room Operators and Dispatchers shall have the following uniform items:

- 4 Summer shirts
- 4 Winter shirts (Dispatchers Only)
- 4 Pairs of pants
- 1 Pair shoes/boots
- 1 Belt and handcuff case (Corrections Only)
- 1 Jacket
- 2 Ties (Dispatchers Only)

In addition to the above, commissioned officers in the jail shall also receive the following uniform items:

- 2 Long sleeve shirts
- 2 Ties

Section 35.2 Maintenance

All Employees are responsible to maintain their uniforms in good repair and shall be responsible for uniforms and parts that are damaged or destroyed due to negligence or abuse.

Section 35.3 Dry Cleaning

The Employer shall provide dry cleaning of Office-issued uniforms.

Section 35.4 Return of Uniforms

Employees must return all uniforms and parts (except shoes) upon separation from employment.

Section 35.5 Repair or Replacement of Uniforms and Personal Clothing and Items

The Employer shall repair or replace any uniform item or accessory damaged in the line of duty. The Employer shall replace or repair personal items damaged in the line of duty.

Replacement or repair of personal items lost or damaged in the line of duty are subject to the following conditions:

- The officer must have used sound discretion in the incident in which the personal items were lost or damaged.
- The items must have a reasonable cost (e.g. no Rolex watches). The items will be replaced or repaired, at the discretion of the Sheriff.
- The items worn must be within reason. The value of the item will be considered, which may not necessarily be the replacement cost.

Section 35.6 Uniform Allowance for Detectives

Those Employees assigned to the position of detective shall receive an annual uniform allowance of one thousand dollars (\$1000) for clothing items or other duty-related items, as approved by the Sheriff at his discretion. Employees assigned to the position of detective shall have access to their annual uniform allowance at the end of the first quarter of their assignment as a Detective.

Employees who are reassigned out of the Detective Bureau shall not receive the Detective's uniform allowance.

ARTICLE 36 TRAINING

Section 36.1 Training and Education

The Employer and the Union recognize the need for and benefit of training. The Employer will attempt to distribute training among the Employees. The Employer will provide in-service training and, when practicable, outside training applicable to the needs of the Employer taking into consideration interest of the Employees.

The Employer shall reimburse Employees for the tuition expense of courses that the Employer requires and assigns the Employee to take or other courses that the Employer approves for financial reimbursement. To be eligible for reimbursement, prior authorization and approval of the Sheriff must be received before beginning the course. No course shall be approved unless it is directly related to upgrading the Employee's knowledge in the field of employment to which the Employee is assigned.

Any time an Employee is permitted or required to use their personal vehicle to attend Employer required training out of County (except firing range), the Employee will be reimbursed mileage at the County-established mileage rate. All payments under this paragraph are conditioned on

the Employee's continued employment by the Sheriff's Office for twelve (12) months after completion of the course.

Section 36.2 Travel Expenses

The parties agree and understand that, except as set forth herein, Sheriff's Office policies and procedures govern the authorization, use and payment of travel expenses. For purposes of this memorandum of understanding, the parties agree that employees will be authorized individual rooms during approved overnight travel. The parties further agree that when an employee is authorized to receive payments for multiple meal reimbursements within a day, those payments may be combined for a daily expense reimbursement (as an example, an employee who receives \$5 for breakfast, \$10 for lunch and \$15 for dinner for a single day may combine those amounts and submit one or more receipts totaling \$30 for the day ** amounts do not apply).

ARTICLE 37 OVERTIME

Section 37.1 Overtime

The following policy is adopted:

- A. All law enforcement personnel, as defined by the Fair Labor Standards Act, and all other Employees shall be entitled to overtime compensation at one-and-one-half (1 ½) times their regular rate for time actually worked in excess of forty (40) hours in a seven (7) day work schedule.
- B. Such overtime compensation shall be paid in cash (check) and Employees are permitted to take compensatory time in lieu of such cash payments.
- C. For all Employees, paid sick leave, compensatory time, holidays, vacation and personal days shall be considered time worked.
- D. If an Employee works more than forty (40) hours in a week, the Employee may choose to be paid for hours greater than forty (40) at one and one-half (1 ½) times his regular rate of pay or in compensatory time at one and one-half (1 ½) the time. Employees will note the option chosen on the time sheet.
- E. No Employee may accumulate more than sixty-five (65) hours of compensatory time at any point in time. Once an Employee reaches the sixty-five (65) hour cap, any additional overtime will be paid at time and one-half.
- F. Compensatory time may be used in fifteen (15) minute increments and must be approved by the shift/unit supervisor.
- G. Upon separation from employment, an Employee will receive a money payment at the Employee's then current rate of pay for any earned but unused compensatory time to his/her credit at that time.

Section 37.2 No Pyramiding

ARTICLE 38 WAGES AND LONGEVITY

Section 38.1 Wage Rates

The wage rates for Employees covered by this Agreement are set forth below. The wage scales for each year will become effective the first full pay period which occurs in January of each year.

2014 Wages (2% Increase)

Classification	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Corrections Officer					
2014	\$14.48	\$16.00	\$17.32	\$18.66	\$19.98
Corrections Sergeant					
2014	\$21.06				
Corrections Lieutenant					
2014	\$27.55				
Shift Corrections Lieutenant					
2014	\$22.11				
Corrections Captain					
2014	\$29.30				
Cooks			Head Cook		
2014	\$10.62	\$11.56	2014	\$14.26	

Deputy

2014	\$17.51	\$19.21	\$20.92	\$22.60	\$24.31
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Criminal Sergeant

2014	\$25.94
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Criminal Lieutenant

2014	\$27.55
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Dispatcher

2014	\$14.48	\$16.00	\$17.32	\$18.66	\$19.98
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Control Room Operators

2014	\$11.90	\$13.37	\$14.66	\$15.96	\$17.24
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Maintenance

2014	\$19.40
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Communications Sergeant

2014	\$21.06
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Section 38.2 Step Advancement

Employees shall begin in the "start" rate for their classification unless they are promoted from another classification. Employees who are promoted shall be placed at the step in the pay range of their new classification that results in at least a \$.50 raise.

Employees shall be advanced in steps when they reach their anniversary date in that classification. Employees shall receive the next step beginning the first full pay period after their anniversary in that classification. Employees promoted to a higher paid classification shall be required to successfully complete a probationary period for the classification. Employees who do not successfully complete a probationary period or who elect a voluntary demotion to a

classification previously held shall be paid at the rate of the lower classification which represents the rate they would have been paid if they had not received the promotion. Employees who elect a voluntary demotion to a lower classification they did not previously hold will receive the rate of the lower classification they would receive if they had served in the lower classification. Corrections Sergeants, Criminal Sergeants, Maintenance Supervisors, Head Cooks, Criminal Lieutenants, Criminal Executive Officers, Corrections Captains, and Shift Corrections Lieutenants only have one step and therefore will not receive any step increases.

The parties agree that an Employee newly appointed to a classification will be placed in the "start" pay range established for his classification unless that Employee has prior relevant job experience. The parties understand that an Employee with prior relevant job experience may be hired at a rate not higher than the rate, established in the "after 1 year"-pay scale category. An Employee hired in the above "start" rate will receive regular wage increases after serving the amount of time indicated on the wage scale in that classification. An entering Employee may be hired at a rate above the "after 1 year" rate with prior agreement from the Union.

Section 38.3 Detective Bureau

The Sheriff may supplement the wage of an Employee assigned to the Detective Bureau at a rate not higher than the rate established in the "after one year" pay scale category for the period they are assigned in the Detective Bureau. An entering Employee may be hired at a rate above the "after 1 year" rate with the prior agreement from the Union.

Section 38.4 Call-In

Employees who are ordered to report for work at times not contiguous to their normally assigned shift, shall be compensated a minimum of two (2) hours at the applicable rate of pay.

Section 38.5 Longevity

Employees shall be eligible to earn longevity payments for their service time with the Washington County Sheriff's Office payable half in May and half in December of each year. It is understood and agreed that this payment is a lump sum amount and is not considered as part of the Employee's salary. Longevity shall be paid to those Employees who have the completed years of service by May 1 or December 1, respectively, of each year. An eligible Employee who retires will receive a pro-rated amount. The amounts shall increase when the Employee reaches the completed new years of service indicated, according to the following schedule:

Years of Completed Service	Annual Amount
5 or more	\$275.00
6 or more	\$325.00
7 or more	\$375.00
10 or more	\$575.00
15 or more	\$825.00
20 or more	\$1,175.00

25 or more

\$1,575.00

Section 38.6 Field Training Officer

Any employee who is assigned as a Field Training Officer shall receive a field training officer supplement of fifty cents per hour (\$0.50). The employee shall receive the supplement for all hours assigned to and worked in that capacity.

ARTICLE 39 COPIES OF AGREEMENT

The Union will print copies of this Agreement and provide one (1) copy to each member of each Bargaining Unit, and ten (10) copies to the Employer within thirty (30) days of the Agreement being filed with the State Employment Relations Board.

ARTICLE 40 DURATION AND EXECUTION

Section 40.1 Duration

This Agreement shall be effective on the date of execution except as provided herein and shall remain in effect through January 31, 2017, and may be extended thereafter by mutual written agreement of the parties. For subsequent negotiations the parties may agree to multi-unit bargaining, however, nothing in this Agreement shall be construed to require either party to engage in multi-unit bargaining. 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 ninety (90) calendar days prior to the expiration date of this Agreement.

Section 40.2 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Therefore, both parties, for the life of this Agreement, within required provisions of O.R.C. Chapter 4117, voluntarily and unequivocally waive 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 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 40.3 Execution

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____, 2014.

For the FOP, Ohio Labor Council, Inc.

For Washington County:

Wes Elson, Staff Representative

Larry Mincks, Sheriff

Brian Rhodes, Team Member

County Commissioner David White

Pat Gherke, Team Member

County Commissioner Tim Irvine

Kathleen Cramblett, Team Member

County Commissioner Ronald Feathers

Joshua Staats, Team Member

Robby Morgensten, Team Member

Approved as to form:

Richard Hays, Team Member

James Schneider, Prosecutor

Jeffrey Farrell, Team Member

Joan Kinzel, Team Member

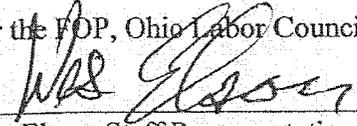
Section 40.4 Execution

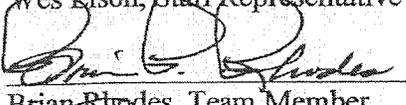
The parties agree to re-open Articles 25, Medical Insurance, Article 35, Uniforms, and Article 38, Wages and Longevity (wage scale only), effective on or around October 1, 2014 and, again, October 1, 2015 for purposes of negotiations. Such re-opener negotiations shall be subject to the impasse process of Chapter 4117.

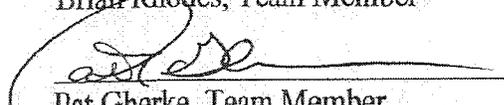
Section 40.3 Execution

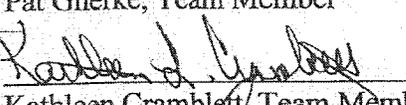
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 6th day of March, 2014.

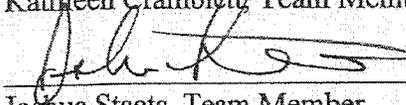
For the FOP, Ohio Labor Council, Inc.

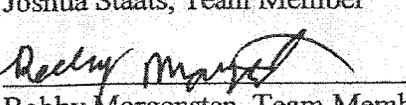

Wes Elson, Staff Representative

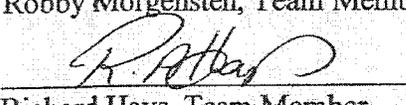

Brian Rhodes, Team Member

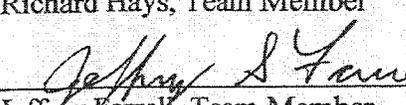

Pat Gherke, Team Member

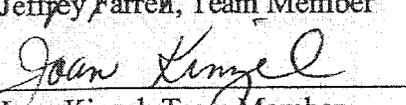

Kathleen Cramblett, Team Member


Joshua Staats, Team Member


Robby Morgensten, Team Member

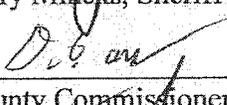

Richard Hays, Team Member

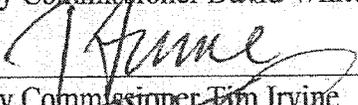

Jeffrey Farrel, Team Member

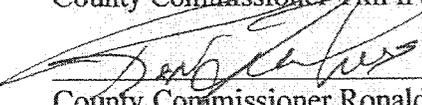

Joan Kinzel, Team Member

For Washington County:


Larry Mircks, Sheriff


County Commissioner David White


County Commissioner Tim Irvine


County Commissioner Ronald Feathers

Approved as to form:


James Schneider, Prosecutor

Section 40.4 Execution

The parties agree to re-open Articles 25, Medical Insurance, Article 35, Uniforms, and Article 38, Wages and Longevity (wage scale only), effective on or around October 1, 2014 and, again, October 1, 2015 for purposes of negotiations. Such re-opener negotiations shall be subject to the impasse process of Chapter 4117.

MEMORANDUM OF UNDERSTANDING

In the event the Courts order, or receive greater than a 2% increase for 2014, the parties agree to re-open Article 38, Wages and Longevity (wage scale only) for purposes of negotiations. Such re-opener negotiations shall be subject to the impasse process of Chapter 4117.

For Union:

W. J. Brown
R. Atkes
Caros
Eric Rhodes
Ray Murray
Joan Kinzel
Richard L. Hantler

For Employer:

[Signature]
D. O. [Signature]
[Signature]
3/6/14

Washington/Sheriff/2013 Negotiations/2014 Final CBA Washington Co. SO FOPOLC Inc

MEMORANDUM OF UNDERSTANDING

The following agreement is entered into on the 10th day of March, 2014 between the Washington County Sheriff's Office (Employer), the Fraternal Order of Police, Ohio Labor Council Inc. (Union) . For the purpose of modifying Article 28, Section 28.4 (Seniority for Selection Of Vacation) of the Collective Bargaining Agreement January 31, 2014 through January 31, 2017, the parties agree to the following.

1. Section 28.4 shall be modified to read as follows:

Section 28.4 Seniority For Selection Of Vacation

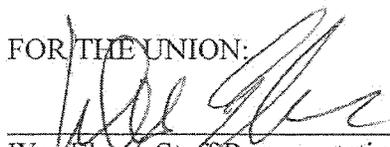
In the month of **January** each year, Bargaining Unit members may select the periods of their annual vacation on the basis of seniority within the rank/classification within their division and assignment by filing a written request with their scheduling officer between **January 1** and **January 31**.

Vacation requests submitted after **January 31** each year will be granted on a first come, first serve basis. Vacation requests submitted in the month of **January** each year will be approved or disapproved by **February 28**. Vacation requests submitted after the last day of **January** will be approved or disapproved within a reasonable period of time.

Vacation schedules may be adjusted to accommodate seasonal operations, revisions in organization, work assignments or the number of personnel in particular ranks/classifications, and shifts.

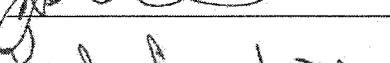
The vacation requests shall be subject to operational needs, by shift and assignments, e.g. road, detective, jail, etc.

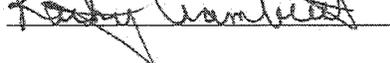
FOR THE UNION:


Wes Elson, Staff Representative

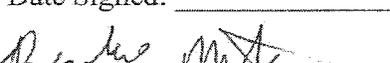








Date Signed: _____

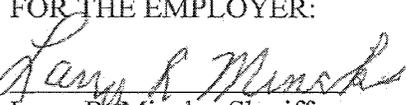


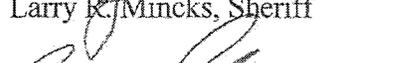






FOR THE EMPLOYER:


Larry R. Mincks, Sheriff











STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 13-MED-10-1353
EMPLOYEE ORGANIZATION,	}	13-MED-10-1354
	}	13-MED-10-1355
and,	}	13-MED-10-1356
	}	13-MED-10-1357
WASHINGTON COUNTY SHERIFF,	}	13-MED-10-1358
EMPLOYER.	}	13-MED-10-1359
	}	

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 will be forthcoming.

Respectfully Submitted,



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

cc: Mr. Ben Albrecht, balbrecht@fishelhass.com