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**AGREEMENT BY AND BETWEEN THE
STARK COUNTY SHERIFF
AND
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
EFFECTIVE JULY 1, 2014**

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**ARTICLE 1
AGREEMENT**

SECTION 1. This Agreement is made and entered into by the Stark County Sheriff (hereinafter referred to as the "Sheriff," "Appointing Authority," or as the "Employer"), and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as the "Union").

**ARTICLE 2
PURPOSE**

SECTION 1. The Employer and the Union agree that they have entered into negotiations to establish this Agreement which has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-employee relationship and to promote improved work performance;
- B. To provide for the peaceful and equitable adjustment of differences which may arise;
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer;
- D. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment;
- E. To ensure the right of every employee to fair and impartial treatment; and
- F. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment. This Agreement pertains to employees within the bargaining unit defined hereunder.

**ARTICLE 3
UNION RECOGNITION**

SECTION 1. The Employer recognizes the Fraternal Order of Police/Ohio Labor Council as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in and holding a position in one of the following classifications:

Automotive Mechanic

Clerk

Maintenance Repair Worker
Corrections Officer
Communication Technician

SECTION 2. Notwithstanding the provisions of this Article, the Sheriff, Correction Supervisor III, Correction Supervisor II, Correction Supervisor I, Lieutenant, Sergeants, Deputy Sheriffs, confidential, management, professional, supervisory, temporary employees, casual (intermittent), seasonal, employees in the unclassified service, students whose primary purpose is education or training, and all other employees not specifically included in the bargaining unit shall be excluded from the bargaining unit.

SECTION 3. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. The Employer agrees that job titles will not be changed for the purpose of excluding current positions from the established bargaining unit.

SECTION 4. Temporary employees shall work for the Employer for the period of time agreed upon by the temporary employee and Employer (e.g. to replace a permanent employee on maternity leave, disability leave, etc.) or until the temporary employee's performance ceases to be satisfactory. Upon termination of the temporary appointment, the temporary employee shall not be permitted to grieve the conclusion of his or her employment with the Employer. No temporary employee shall take the place of any laid off employee.

SECTION 5. It is understood by both parties that the Employer does not currently have any employees in the bargaining unit in part-time status. It is further understood that should the Employer decide to hire part-time employees, the Union and the Employer shall meet and discuss the effect such action will have upon the Labor Agreement and any modifications of the Agreement that may be necessary to accommodate part-time employees. Any modifications will be made in accordance with Ohio Revised Code § 4117.

ARTICLE 4 UNION REPRESENTATION

SECTION 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as Associates.

SECTION 2. The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facility during the Employer's normal office business hours Monday through Friday. Upon entering, such Union staff representatives shall identify themselves to the Employer or his designated representative. In emergency situations or other situations that warrant, the Employer agrees to admit the Union staff representative during non-business hours. Approval of the Sheriff or his designee must be obtained prior to this admittance and said approval will not be unreasonably denied. Union staff representatives shall be admitted for the purpose established herein this Agreement and shall only be permitted in the areas of the facility designated by the Employer or his designated representative.

SECTION 3. The Union shall notify the Employer, in writing, of the names of the Associates before they will be recognized by the Employer.

For the purpose of this Article, appropriate Union representative business is defined as:

- A. Representation of a member at any step of the grievance procedure;
- B. Representation of a member at a disciplinary conference; and
- C. Attendance at meetings between the Union and Employer where their attendance is requested.

The Associate shall be permitted reasonable time off with pay to conduct appropriate Union representative's business as defined in this section.

SECTION 4. Rules governing the activity of the Union Associate are as follows:

- A. The Associate shall be permitted, with the advance approval of his or her supervisor, to engage in Union representative business as defined above. Approval shall not be arbitrarily or unreasonably denied;
- B. The Associate shall identify the reason for the request at the time Union activity time is requested;
- C. The Associate shall be able to conduct Union activities in any work area upon notification of the supervisor in charge of that area of the nature of the Union activity unless legitimate circumstances prohibit the activity at that time;
- D. The Associate shall cease Union activities immediately upon the instruction of the supervisor of the area in which Union activity is being conducted or upon the instruction of the Associate's immediate

supervisor. Such instruction shall not be issued arbitrarily or unreasonably.

SECTION 5. Any changes made in the Associates shall be furnished to the Employer before being recognized by the Employer.

SECTION 6. Before leaving the job to conduct Union activity, all Associates shall be required to complete the Union representative time form. Said forms shall be furnished by the Employer and shall be obtained from the supervisor. Said forms are attached hereto as Appendix A.

SECTION 7. The Union President shall be notified of all new hires and/or transfers into the bargaining unit, including the person's expected start date. During the new employee's orientation a Union representative shall be entitled to meet with the new employee for fifteen (15) minutes, for the purpose of providing the employee with a copy of the collective bargaining agreement and a dues authorization card, and answering any questions.

ARTICLE 5 UNION SECURITY AND DUES CHECKOFF

SECTION 1. The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit.

SECTION 2. The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only and no other organization shall be granted such rights.

SECTION 3. The Employer agrees to deduct regular Union membership dues regularly from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The employee will sign the Form provided by the Union. The Payroll Officer will send the authorization form to the County Auditor's Office.

SECTION 3A. Any present employee who is a member of the Union on the effective date of this Agreement and any new employee who voluntarily elects membership, may not resign from the Union during the term of this Agreement, except as provided herein.

If any employee desires to resign, he or she may do so no earlier than ninety (90) calendar days prior to the termination date, and no later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices to resign shall be effective on the termination of the Agreement and must be forwarded to the Employer prior to the termination of the Agreement.

SECTION 4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the 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 hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 5. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (3) revocation of the check-off authorization in accordance with its terms or with applicable law.

SECTION 6. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 7. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) calendar days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

SECTION 8. All payments shall be made pursuant to law. In the event a deduction is not made for any employee during any particular pay period, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) pay periods regular dues. The Employer will not deduct more than two (2) pay periods regular dues from the pay of any employee.

SECTION 9. Employees who are members of the Union may cancel dues deductions by directing a certified letter to the Union and Employer in a

period prior to the expiration of this Agreement as set forth herein. All dues deductions shall cancel upon the termination date of this Agreement, unless the parties mutually agree to continue this Agreement.

SECTION 10. The Employer agrees to remit a copy of all new forms provided by the Union along with a warrant in the aggregate amount of the deductions to the Fraternal Order of Police/Ohio Labor Council at 222 East Town Street, Columbus, Ohio 43215-4611.

SECTION 11. The parties agree to the reinstatement of a fair share provision if the United States Supreme Court overrules the Federal District Court decision in Jordan v. City of Bucyrus, 754 F. Supp. 554 (N.D. Ohio 1991). Said fair share provision shall be in conformance with the Federal Court decision.

ARTICLE 6 EMPLOYEE'S RIGHTS

SECTION 1. All employees in the bargaining unit shall be entitled to the following rights:

- A. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. The sessions shall be for reasonable periods of time and shall provide for rest periods and attendance to physical necessities.
- B. If the news media or member of the public requests records pursuant to Ohio Public Records laws and the request is related to an employee, the Sheriff shall notify the Union of the request.
- C. Complaints against an employee, anonymous or otherwise, when designated by the Sheriff to be unfounded shall not be included in the personnel file of the employee and may not be used in any subsequent disciplinary proceedings.
- D. Before the employee may be charged with insubordination or a like offense, for refusing to answer questions or participate in an investigation, he or she shall be advised that such conduct may be the basis for disciplinary action.
- E. In a criminal investigation, interview, or interrogation, the employee shall be provided the same constitutional and statutory safeguards afforded to all citizens.

- F. Any employee in the bargaining unit may be required to take a polygraph examination during an internal investigation. However, no employee will be disciplined or dismissed based solely on the results of the examination. It is understood that the polygraph is an investigative tool and not a determiner of fact, and that it will not be used for harassment or in frivolous matters. Only a certified expert from an accredited polygraph school that would be recognized by the Ohio Association of Polygraph Examiners will be used to conduct polygraph examinations.
- G. The cost of the polygraph shall be paid by the Employer, and the Employer shall also pay any reasonable documented expense for parking and mileage if the Employer does not transport the employee to the polygraph site. If the employee refuses to participate in or cooperate with the taking of the polygraph, then all costs of the polygraph shall be borne by the employee.
- H. Any time any member uses deadly force resulting in serious physical harm or death to another human being, said member shall be relieved from all duties with pay until a determination is made by competent authority that the act was justified. Upon returning to work, the member, if he requests, shall be assigned at least two (2) weeks of duty that does not require the carrying of firearms.

If any counseling is required as a result of the use of deadly force or from an employee being taken hostage, the expense will be paid by the Employer to the extent that the current hospitalization insurance does not cover.

Further, the Employer acknowledges that an employee taken hostage may suffer stress from such an experience. If such situation should occur, the Employer will take into consideration the then current expert opinion and methodology in the treatment of the employee. Each situation shall be handled upon an individual basis including the duration of time the employer will be responsible for any expenses.

ARTICLE 7 MANAGEMENT RIGHTS

SECTION 1. Nothing herein shall be construed to restrict any Constitutional, Statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct

the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine each Department's goals, objectives, programs and services, and utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, work schedules and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine each department's budget and uses thereof; and
- I. To maintain the security of records and other pertinent information.

SECTION 2. All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the functions of the Employer. The above-enumerated management rights shall in no event contravene the terms of this Agreement and shall be subject thereto.

ARTICLE 8 POLICIES AND WORK RULES

SECTION 1. The Union recognizes that the Employer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate policies and work rules to regulate the conduct of employees

when on the job and the conduct of the Employer's services and programs.

SECTION 2. It is the Employer's intention that policies and work rules shall be interpreted and applied uniformly to all employees under similar circumstances. All "read and sign" policies and general orders will be maintained in books available to bargaining unit members at a location designated by their respective Division Commander.

SECTION 3. It is agreed that where the Employer has determined that written policies and procedures are necessary, the Employer will make them available to the employees. Copies of newly established written policies and procedures, or amendments to existing written policies and procedures, will be furnished to three union associates designated in writing by the Union. The Employer welcomes the comments of the representatives of the FOP on any proposed work rule.

SECTION 4. Policies and work rules shall not be inconsistent with the provisions of this Agreement.

SECTION 5. The Employer will inform employees in advance of any change in policies or work rules. Each affected Employee will be given a copy of the policy for review and will initial that he/she has received and reviewed the policy (the read and sign method)

SECTION 6. This Section shall not be interpreted in any manner to relieve an employee or supervisor of his/her responsibilities to follow the established rules and procedures of good conduct nor shall it relieve any employee from following instructions or orders in the normal course of work. Failure to follow such instructions and orders shall be grounds for disciplinary action. The Union reserves the right to grieve the reasonableness of policies and work rules, the reasonableness of their application or any policies and work rules which may be in violation of this Agreement.

ARTICLE 9 CORRECTIVE ACTION

SECTION 1. No employee shall be reduced in pay, or position, suspended, discharged or removed except for just cause. Further, no other form of disciplinary action will be taken against any employee except for just cause.

SECTION 2. Unless agreed otherwise between the Union and the Employer, the Employer shall make reasonable efforts to issue

suspensions within thirty (30) days after receipt of the hearing officer's report which is issued following the pre-disciplinary hearing.

SECTION 3. A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

SECTION 4. Upon his or her request, an employee shall be permitted to have a Union representative present during a formal disciplinary meeting. If a Union representative is requested by a member facing any pre-disciplinary hearing, the Union Staff Representative or his designee shall represent members of the bargaining unit at all pre-disciplinary hearings or disciplinary meetings.

SECTION 5. Records of instruction and cautioning and written reprimands shall cease to have force and effect nine (9) months after their effective date, providing there is no intervening disciplinary action(s) taken during that time period.

Records of suspension of three (3) days or less shall cease to have force and effect eighteen (18) months after their effective date, providing there is no intervening disciplinary action(s) taken during that time period. Records of suspension in excess of three (3) days shall cease to have force and effect twenty-four (24) months after their effective date, providing there is no intervening disciplinary action(s) taken during that time period.

An employee may request in writing that verbal reprimands and written reprimands cease having force and effect six (6) months after their effective date; records of suspension of three (3) days or less cease having force and effect after twelve (12) months after their effective date; and records of suspension in excess of three (3) days cease having force and effect eighteen (18) months after their effective date. This request shall be made to the Sheriff or his designee and shall be based upon demonstration by the employee that the employee has taken steps to improve their job performance. The employee shall not be eligible where there is intervening disciplinary taken or pending during the effective period of discipline.

SECTION 6. The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

SECTION 7. Upon the employee's review and request, disciplinary records which no longer have force and effect shall be removed from the active file of the employee by placing such records in a sealed envelope

and retaining such envelope in the employee's file. Such sealed records shall be retained in the file pursuant to the Ohio Public Record laws.

SECTION 8. Upon his or her request, an employee shall be permitted to have a Union representative present at any disciplinary meeting.

SECTION 9. Disciplinary action may be appealed through the grievance and arbitration procedure. Disciplinary action must be filed at the appropriate level of the grievance procedure within five (5) calendar days from the receipt of notice of discipline by the employee.

SECTION 10. Any employee under arrest or indictment but who is not incarcerated and available to work shall either be placed on paid administrative leave of absence until resolution by judgment of the proceedings in the trial court, or, in the Sheriff's sole discretion, be permitted to remain on duty, pending resolution by judgment of the proceedings in the trial court. An employee under arrest or indictment who is incarcerated or otherwise unavailable to work shall be placed on unpaid administrative leave of absence until resolution by judgment of the proceeding in the trial court. An employee adjudged guilty by the trial court may be discharged.

ARTICLE 10 PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1. The provisions of this Agreement shall be applied equally to all applicants for employment as well as to all employees in the bargaining unit. No person or persons or agency responsible to the Employer, nor the Union and its officers and members, shall discriminate against any employee based on the following: age, sex, marital status, race, religion, color, creed, national origin, handicap, political opinions or affiliation. Nothing in this contract will provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state or federal law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

SECTION 3. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

SECTION 4. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

SECTION 5. The Union recognizes its responsibility as bargaining agent and agrees to equitably represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION 1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

SECTION 2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

SECTION 3. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance.

SECTION 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step except for grievances involving suspensions, promotions or terminations, which shall be introduced at Step 2 of the grievance procedure. For those grievances initiated at Step 2, the time limits appropriate to that step shall apply.

Any employee may withdraw a grievance at any point prior to Step 3-Arbitration without precedent by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

SECTION 5. The written grievance shall be submitted on the grievance form attached as Appendix C and shall contain the following information:

A. Aggrieved employee's name;

- B. Aggrieved employee's classification;
- C. Name of the employee's immediate supervisor;
- D. Date and time of the incident giving rise to the grievance;
- E. Date and time the grievance was first discussed;
- F. Date grievance was filed in writing at Step 1;
- G. A statement as to the specific Articles and Sections of the Agreement violated;
- H. A brief statement of the facts involved in the grievance; and
- I. The remedy requested to resolve the grievance.

SECTION 6. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union in writing.

SECTION 7. Each grievance shall be processed in the following manner;

INFORMAL STEP: An employee having a grievance will first bring that complaint verbally within two (2) working days of the incident giving rise to the grievance or two (2) working days after the employee should have known the facts giving rise to the grievance, to the attention of the employee's immediate supervisor. However, in no case will a grievance be considered which is submitted later than thirty (30) calendar days following the incident which gave rise to the grievance. The immediate supervisor shall discuss the grievance with the employee within three (3) working days and within twenty-four (24) hours of their discussion, respond to the employee with an answer.

If the employee is not satisfied with the response given by the immediate supervisor, the employee shall, within five (5) working days after receiving the response or when the response was due, whichever is earlier, reduce the grievance to writing on the form provided by the Union Associate and submitted at Step 1.

STEP 1 – DIVISION COMMANDER

The division commander, upon receipt of a written grievance, shall schedule a formal meeting within three (3) working days between him/herself and the employee filing the grievance. Prior to this meeting

taking place, the division commander shall make a complete and thorough investigation of all the allegations contained in the grievance. Within three (3) working days after the meeting, the division commander shall provide the employee with his or her written response to the grievance. If the employee is not satisfied with the written response received from the division commander, the employee may, within five (5) working days after receiving the response or when the response was due, whichever is earlier, pursue the grievance to Step 2 of the procedure.

STEP 2 – SHERIFF

The Sheriff, or his designated representative, upon receipt of a written grievance, shall schedule a formal meeting within three (3) working days between him/herself and the employee filing the grievance. Prior to this meeting taking place, the Sheriff or his designated representative shall make a complete and thorough investigation of all the allegations contained in the grievance. Within seven (7) working days after the scheduled meeting, the Sheriff or his designated representative shall provide the employee with his/her written response to the grievance.

The question of arbitrability of a grievance shall be raised by either party not later than at this Step 2 on the grounds that the matter is non-arbitrable and beyond the arbitrator's jurisdiction. Failure to raise the question of arbitrability at this Step 2 shall constitute a waiver of such issue and such issue of arbitrability shall not be raised by either party at the arbitration hearing. In such case, the only issue before the arbitrator will be a hearing on the merits of the alleged grievance.

STEP 3 – ARBITRATION

If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of the Union in accordance with this Section of the Article. If specific administrative relief of a judicial or a quasi judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters; (limited to the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission), such matter may not be considered for arbitration under this Article.

The Union, based upon the facts presented, has a right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the date final action was taken on such grievance under Step 2 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon receipt of a notice to arbitrate, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations.

The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The FOP shall be the first to strike a name from the list in the first arbitration under this Agreement, with the parties then alternating which party shall strike first. The first party will strike a name from the list, then the other shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject one list of names provided by FMCS and request another list.

The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and he/she shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement.
 - b. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, rules or regulations do not conflict with this Agreement.
 - c. Concerning the establishment of wage scales, or change in any wage rates, except as provided in this Agreement.
- B. If the question of arbitrability of a grievance is raised the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The decision of the Arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the FOP/OLC, and the Grievant. The decision of the Arbitrator shall be binding on both parties.
- D. The cost of the services of the Arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any

transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normal scheduled working hours on the day of the hearing.

SECTION 8. For the purpose of this Article, the term "working days" shall mean the working days of the employee when the employee is the moving party and the working days of the Employer when the Employer is the responding party—except for Saturdays, Sundays, and holidays.

Any employee may choose the Employee FOP Representative or his/her FOP/OLC Staff Representative to accompany him/her in Step 1 through Step 3 of the procedure. Should the employee choose to be represented by the FOP/OLC Staff Representative, the dates and times for all step hearings shall be jointly set by the Employer and the FOP/OLC Staff Representative.

Employees wishing to file a grievance may do so by obtaining a grievance form from a Union Associate.

ARTICLE 12 LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, monthly, upon a mutually agreeable day and time, the Sheriff or his designee(s) shall meet with not more than two (2) employee representatives and one staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

SECTION 2. The party requesting such a meeting shall furnish an agenda to the other party at least five (5) working days in advance of the scheduled meeting. The agenda, if provided by the Union, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- A. Notify the Union of changes made by the Sheriff which affect the bargaining unit;
- B. Disseminate general information of interest to the parties;
- C. Discuss ways to increase productivity and efficiency; and
- D. To consider and discuss health and safety matters relating to employees.

SECTION 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

SECTION 4. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that the two representatives will be permitted to attend if the employee notifies his or her Division Commander at least 96 hours prior to the scheduled start of the meeting. The employee representatives may be required to return to work if an emergency arises during this meeting.

ARTICLE 13 NO STRIKE/NO LOCKOUT

SECTION 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Stark County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the Employer shall have the option of canceling any Article, Section, or Subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section (1) (a) of this Article.

ARTICLE 14 LAYOFF AND RECALL

SECTION 1. Whenever the Employer determines that a layoff is necessary in the bargaining unit, the Employer shall notify the affected employees at least fourteen (14) calendar days in advance of the date of layoff or job abolishment.

SECTION 2. The Employer shall determine in which classification(s) and which work section(s) layoff or job abolishment will occur. Within each classification, affected displacement shall occur in the following order:

- A. Temporary, casual (intermittent), seasonal, and part-time employees
- B. New hires from outside the Employer who have not completed the probationary period.
- C. Transferred employees who have not completed the probationary period of their new classification by agency seniority.
- D. Employees who have completed the probationary period with the least agency seniority.

The order of layoff in each of the above categories shall be determined by least agency seniority. If two or more employees have the same agency seniority, the employee with the least classification seniority shall be displaced.

SECTION 3. Employees who are placed on layoff may displace an employee with less bargaining unit seniority and less classification seniority in any other bargaining unit classification, and shall receive the rate of pay for that classification. Employees must notify the Employer within 7 days from receipt of layoff notice of their intent to exercise displacement rights.

SECTION 4. Employees who are placed on layoff may request to receive payment for earned but unused vacation, bonus time, and personal time benefits. If the employee chooses to not exercise this option and the employee is not recalled as set forth in this Article, these benefits will be paid anytime during the recall period at the hourly rate earned at the time of layoff without accrued interest. Employees not requesting payment during the recall period automatically will be paid at the end of the recall period.

SECTION 5. Recall from layoff will be made in reverse order of layoff, that is, the last employee placed on layoff from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they have been laid off shall lose seniority and recall rights. Employees who fail to return to work within fourteen (14) calendar days following the date of notification or recall shall lose seniority and employment rights in accordance with Article 16, Seniority.

ARTICLE 15 TRANSFERS

Transfers Within a Classification

SECTION 1. A transfer within a classification shall be defined as the movement of an employee from one position to another position within the same classification as defined by Article 3, Section 1, but assigned to another division of the department. Such transfer shall not involve any change in the employee's rate of pay.

SECTION 2. Employees shall be permitted to submit requests for transfer within their classification throughout the year. Such requests shall be considered by the Employer.

SECTION 3. Whenever the Employer determines the individual to be transferred within his or her classification, the Employer shall first consider the list of employees who have submitted letters of interest. However, if the Employer determines that none of the individuals who submitted letters of interest are appropriate for the job, he shall transfer any individual in that classification that he deems to be appropriate.

SECTION 4. Nothing in the Article shall prevent the Employer from transferring employees within a classification at any time deemed appropriate or necessary. This includes such transfer of any employee from a position that the employee obtained through the submittal of a letter of interest.

SECTION 5. In any case in which more than one (1) employee is being considered for a transfer within a classification, the Employer shall utilize seniority as a favorable factor in determining which employee shall be transferred.

Postings

SECTION 6. Whenever the Employer determines that a job opening exists in the bargaining unit which cannot be filled through transfers within a classification, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of fourteen (14) consecutive calendar days, not including the date of posting. 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 applications submitted after the fourteenth (14th) day has expired, or applicants who do not meet the qualifications for the job. Posting shall contain a classifications title, rate of pay, minimum

education and experience qualifications required for the vacant position, and a brief summary of the job duties.

Probationary Period

SECTION 7. An employee transferred shall be considered to have qualified for the position when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees in the same or similar position, when his record of quality and quantity of work meets the standard expected by the Employer, and when he has completed a probationary period for the position as set forth by this Agreement. Should the employee fail to qualify for the position acquired through this Article, he or she shall be returned to his or her former position, if the position is vacant, or to any comparable vacant bargaining unit position.

SECTION 8. Upon request by an employee whose application for transfer within a classification has not been granted, a representative of the department will meet with the employee to provide counseling and positive suggestions to the employee regarding future career development.

SECTION 9. Notification. The Union shall be notified of any bargaining unit individual whose classification is changed, within ten (10) days of the change in classification.

ARTICLE 16 SENIORITY

SECTION 1. "Agency Seniority" shall be defined as the length of continuous service calculated from the last hiring date or reemployment date following a break in service.

SECTION 2. "Classification Seniority" shall be defined as the total length of service in a classification during the time of continuous agency seniority, subject to the provisions of Section 6 of this Article. Classification seniority shall be awarded after the successful completion of the probationary period, and shall be retroactive to the date of assignment.

SECTION 3. "Bargaining Unit Seniority" shall be defined as the total length of service in any classification within the multi-unit bargaining units during the time of continuous agency seniority, subject to the provisions of Section 6 of this Article. Bargaining unit seniority shall be awarded after the successful completion of the probationary period, and shall be retroactive to the date of assignment.

SECTION 4. Employees shall lose all seniority and employment rights under this contract upon any of the following:

- A. Discharge for just cause.
- B. Retirement.
- C. Layoff in excess of two (2) years.
- D. Failure to return to work within fourteen (14) calendar days after notification of recall from layoff; or within fourteen (14) calendar days the Employer agrees to an alternate date for the employee to return to work.
- E. Failure to return to work upon expiration of a leave of absence.
- F. Absence of three (3) or more consecutive work days without calling in.
- G. Absence of three (3) or more consecutive work days without reasonable excuse.
- H. Resignation from employment within the Department.
- I. Absence from employment for a period of one (1) year except for layoff or military leave of absence.
- J. Acceptance of a position outside of the bargaining units covered by this contract which is not a promotion to the rank of Sergeant or above.

SECTION 5. The Employer shall update agency and bargaining unit seniority lists and provide a copy to the Union semi-annually.

SECTION 6. Employees who leave the bargaining unit to accept a promotion within the agency will continue to accrue agency seniority, but will cease to accrue bargaining unit seniority and classification seniority after the successful completion of the probationary period for the new position. All accrued bargaining unit seniority and classification seniority of such employee shall be frozen and held until such time as the Employee re-enters the bargaining unit. Employees who re-enter the bargaining unit after leaving to accept a promotion will be credited with all accrued bargaining unit seniority and classification seniority earned prior to leaving the bargaining unit and will again accrue bargaining unit seniority and classification seniority from the date of the most recent re-entry.

SECTION 7. In the event two or more employees have the same bargaining unit seniority as defined under Section 3 as hereinabove set forth, their seniority shall be determined as follows:

- A. Current employees shall maintain their current position on the seniority list;
- B. Newly hired employees shall have their seniority determined by Civil Service test scores or any other entrance exam. The employee with the highest test score shall be considered the most "senior employee" among those with the same bargaining unit seniority, and in the event there is a tie in test scores, the last four digits of the employee's social security number shall be considered with the highest number being the most "senior employee" among those with the same Civil Service score;
- C. Current employees who are transferred or promoted shall be considered the most "senior employee" above any employee hired from outside the Employer; and
- D. In the event a new employee is not subject to Civil Service testing, their seniority shall be determined by considering the last four (4) digits of the employee's social security number. The employee with the highest number shall be considered the most "senior employee" among those with the same bargaining unit seniority.

ARTICLE 17 UNION BULLETIN BOARDS

SECTION 1. The Employer agrees to provide space for six (6) bulletin boards, one of which shall be in the men's locker room, one of which shall be in the women's locker room, one at the Sheriff's Office at the Courthouse (Civil Division), one within the operations division, one within the jail division, and one in the staff services division. The space provided for each bulletin board shall be approximately 2' X 2'. The Union agrees that these shall be the only areas used by the Union or its members for the posting of notices of union business.

SECTION 2. It is understood that no material may be posted on the FOP bulletin boards at any time which contain the following:

- a. Personal attacks upon any other member or any other employee;

- b. Scandalous, scurrilous or derogatory attacks upon the administration;
and
- c. Attacks on and/or favorable comments regarding a candidate for public office.

Any of the above may be immediately removed by the Employer without notice.

ARTICLE 18 HEALTH AND SAFETY

SECTION 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for his employees. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

SECTION 2. The Employer and the Union shall consider and discuss safety and health related matters and explore ideas for improving safety, at the regularly scheduled labor/management meetings. In the event that safety and health related concerns arise between scheduled meetings, and the concern is not remedied through the channels set forth in Section 3 of this Article, the Union may request in writing a special meeting with the Employer to discuss the matter. Such a meeting shall be scheduled at a mutually acceptable time but will be conducted within ten (10) calendar days of the request.

SECTION 3. All working conditions believed to be unsafe must be reported in writing to the employee's supervisor in charge as soon as the said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by his employees. Following such investigation, the supervisor will, in writing, indicate his findings and action taken or to be taken.

If the employee's supervisor fails to address the employee's report of unsafe working conditions, or if the employee questions the conclusions reached by the immediate supervisor, the employee may report the unsafe working conditions to their division commander. The division commander will then investigate the report of unsafe working conditions and make every reasonable effort to resolve the unsafe working conditions. Upon conclusion of such investigation, he will submit a written report in connection therewith. A copy of the report made pursuant to this Article shall be given to the employee who initiated the concern.

If the division commander fails to address the employee's report of unsafe working conditions, or if the employee questions the conclusions reached by the division commander, the matter shall then be resolved pursuant to Section 2 of this Article.

ARTICLE 19 INSURANCE

SECTION 1. The Employer agrees to continue, for the life of this Agreement, the same insurance coverage as provided to all other County employees under the County's Group Insurance Plan.

If the Union chooses to and makes arrangements to present another option of insurance coverage to the Employees, provided the Employees qualify for such insurance coverage, Employees may choose this other option through a Stark County Sheriff group plan option. If the cost of the optional insurance exceeds the amount paid by the Employer or the County under the County's Group Insurance Plan, the Employee will pay the difference, which amount will be deducted regularly from the Employee's payroll check.

Effective January 1, 2014, employees covered by the County's group health insurance plan or the Union insurance plan with single or family coverage shall pay ten percent (10%) of the applicable premium costs in twenty four (24) increments per year deducted twice per month. A monthly cap of \$137.50 shall be in effect on said premium.

Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 Plan if permitted by plan regulations. With proof of other coverage, (through an Employer other than Stark County), an employee may elect to receive \$100.00 per month (\$50 payment twice per month) electronic deposit in lieu of participation in the Health Insurance Plan if permitted by plan regulations.

ARTICLE 20 HOURS OF WORK AND OVERTIME

SECTION 1. For all purposes of this Agreement, the standard work week shall begin at 12:01 a.m. Thursday morning and shall consist of the following one hundred sixty-eight (168) hours ending 12:00 midnight the following Wednesday.

SECTION 2. All bargaining unit employees shall be entitled to overtime compensation at one and one-half (1-1/2) times his or her regular rate of pay for the time worked in excess of forty (40) hours per week.

For the purposes of this Article, time worked shall include holidays, vacations, paid personal leave days, jury duty, bonus time and bereavement leave.

SECTION 3. Any full-time employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1-1/2) times his or her regular rate of pay. This is in addition to his or her regular holiday pay. Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay (one and one-half [1 ½] times the employee's normal hourly rate) shall not be considered time worked for the purposes of calculating overtime (i.e., pyramiding of overtime is not permitted).

SECTION 4. Any employee who is called to work for hours other than those of his assigned shift shall be assigned at least four (4) hours of work. If four (4) hours is not available, or if the Employer otherwise determines that the employee's work should not continue, the Employer may excuse him or her from duty and pay a minimum of four (4) hours' work at the appropriate rate. If an employee is required to work beyond his or her regular shift or is called to report to work earlier than the normal starting time of his or her regular shift, and such time abuts that shift, the employee shall be paid for the time actually worked, at the applicable rate of pay.

Any employee who is required by subpoena or by the Sheriff to attend any court or administrative proceeding shall be guaranteed a minimum of two (2) hours' work at the appropriate rate. Attendance at any court or administrative hearing must be documented as set forth in the policies of the Stark County Sheriff's Office. In instances where the employee is not required to attend the court or administrative hearing for the entire two (2) hours, the Sheriff will not require additional duties beyond attendance. In instances where the employee attends beyond the two (2) hours, the employee will be paid for actual time in attendance.

SECTION 5. Instead of overtime pay, compensatory leave, at a rate of one and a half (1-1/2) hours per each hour worked, may be earned for the occasions set forth in Section 2 and 3 above, upon the mutual consent of the employee and the Sheriff or his designee.

SECTION 6. Schedules shall be posted no less than thirty (30) days in advance and thereafter modified only when reasonably necessary to meet the staffing needs of the department as determined by the employer. Changes to the schedule shall not be made for disciplinary purposes.

ARTICLE 21 HOLIDAYS

SECTION 1. Employees covered under this Agreement shall be entitled to the following paid holidays:

New Years Day
Martin Luther King Day
Washington-Lincoln Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

SECTION 2. In the event any of the aforementioned holidays falls on a Saturday, for those employees who work Monday through Friday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays falls on a Sunday, for those employees who work Monday through Friday, the Monday immediately succeeding shall be observed as the holiday.

SECTION 3. An employee who is scheduled for and does not work on a holiday shall only receive payment for such holiday, and not any other additional payments.

SECTION 4. Due to the fact that many of the Government offices are closed on the Friday after Thanksgiving, the Record Room Clerks and Clerk Typists wishing to use bonus, vacation, or personal time will be granted the Friday after Thanksgiving off, provided one (1) records room clerk and two (2) clerk typists, per shift, will be working that day.

ARTICLE 22 DUTIES OF HIGHER POSITION

SECTION 1. When the Management assigns an employee to the duties of a higher position for a minimum of two (2) hours, the employee will be paid the rate of the classification to which he has been assigned for the term of the assignment.

SECTION 2. In the event an employee is assigned by the Sheriff or his designee as a field training officer, such employee shall receive \$1.00 per hour in addition to the employee's regular rate of pay.

ARTICLE 23 DIVISIONAL OFF-DUTY TIME TRANSFER RIGHTS

Employees in an identifiable division of the department may transfer days off or shifts with prior written approval of the immediate supervisor of the personnel concerned. Approval shall not be unreasonably denied. Correction Officers may

only trade days that are in the same pay period. All other classification may only trade days that are in the same work week.

**ARTICLE 24
VACATION**

SECTION 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 year	none
1 year but less than 5 years	80 hours
5 years but less than 10 years	120 hours
10 years but less than 15 years	160 hours
15 years but less than 20 years	200 hours
20 years or more	240 hours

Such vacation leaves shall be accrued to employees at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

SECTION 2. New employees of the Employer may be entitled vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment. Employees who worked less than full-time in service for the State of Ohio or local government service will accrue vacation service credit for this part-time service on a prorated basis (i.e. Part-time hours divided by 2080 = percentage of credit).

Each employee of the Employer, who had been previously employed by the Employer, with an interruption in his term of service but not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service credit.

Employees previously employed by another political subdivision may also be entitled to a prior service credit.

Prior service shall mean any service with the Employer, the State, or any political subdivision of the State of Ohio.

SECTION 3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer. No employee is permitted to submit a request for vacation prior to the completion of one (1) year of employment with the Employer.

SECTION 4. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made by November 1 of the preceding year and will post the vacation schedule for the following year within thirty-one (31) calendar days. Vacation requests made by November 1 will be made based upon seniority and in accordance with the workload requirements as determined by the Employer. Seniority earned in other bargaining units shall be used to determine the order of the selection so long as those bargaining units use seniority earned within this bargaining unit in the selection of vacations. Adjustments to the November 1 schedule will be made upon a first-come first-serve basis.

SECTION 5. An employee wishing to change his scheduled vacation shall give the Employer two weeks' advance notice. All changes in the November 1 schedule shall be on a "first come-first served" basis for those unscheduled and available weeks remaining. Any employee requesting vacation time on a "first come-first served" basis shall make their request at least one (1) week in advance of the date(s) they are requesting. The Employer may waive the one (1) week in advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation request if workload requirements so mandate.

The Employer will notify employees requesting vacation on a "first come-first served" basis within two (2) administrative working days (Monday through Friday) of their request if it is approved or denied. Failure to respond in writing within the designated time will be construed as a denial of the vacation request. If a vacation request is denied, and the requested time subsequently becomes

available, the employee who first submitted the request will have first right of refusal for that time.

SECTION 6. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

SECTION 7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Twice a year, an employee may submit a written application to the Employer for payment of forty (40) hours of vacation time in lieu of taking vacation. An employee may qualify for this payment only if the employee has three (3) or more weeks of vacation accumulated on the date of submission from the preceding twelve (12) months, and the employee has at least forty (40) hours accumulated vacation time at the time of the payment. The maximum amount an employee may be paid for payment in lieu of vacation is eighty (80) hours at the employee's base rate of pay. Payment for such vacation will be made at the same time as the first and third quarter payments for the perfect attendance bonus described in Article 28, Section 14 and shall be a separate electronic deposit from bi-weekly wages.

SECTION 8. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit, which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

SECTION 9. Days specified as holidays in Article 21 of this Agreement shall not be charged to an employee's vacation leave.

SECTION 10. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, for the three years immediately preceding the last anniversary date of employment.

SECTION 11. If an employee, while on vacation, contracts an illness or injury, or experiences a death in the family, which would warrant paid sick leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave rather than to vacation leave.

SECTION 12. In the case of the death of a county employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to his estate.

ARTICLE 25 LEAVES

SECTION 1. *Family Medical Leave.* An employee shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12)-month period for any of the following reasons:

- A. Birth or adoption of a child, or placement of a foster child;
- B. To care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or
- C. A serious personal health condition as defined by the Family Medical Leave Act, that makes the employee unable to perform his or her job.

Family Medical Leave will be calculated using a rolling twelve (12) month period measured backward from the date leave is taken.

An employee's request for family medical leave must be supported by proper documentation. This documentation will include a statement by the attending physician which includes the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is unable to perform his position or the employee is needed to care for the spouse, dependent child, or parent. The employee must also provide medical certification when they are able to resume work. If there is a disagreement regarding whether the employee suffers from a serious health condition or is able to return to work, the Employer may secure a second opinion from a physician selected and paid for by the Employer.

In order to utilize family medical leave, the employee must give a minimum of thirty (30)-days notice before the intended date of the leave, except for bona fide emergencies. Emergencies necessitating less than a thirty (30)-day notice shall be documented by the attending physician's statement that an unforeseen emergency did exist.

During family medical leave periods, the Employer will continue to pay the health insurance premium. Any share of health insurance premiums which had been paid by the Employee prior to family medical leave must continue to be paid by the Employee during the family medical leave period. If family medical leave is

substituted paid leave, the Employee's share of premiums shall be paid by the method normally used during any pay period.

If family medical leave is unpaid, the Employee must make payment of his or her share of the premiums to the Stark County Commissioners Office on the first pay date of each month (same schedule as payment made under a COBRA). If the Employee does not return to work after the expiration of family medical leave, the Employee will be required to reimburse the Employer for payment of health insurance premiums during the family medical leave, unless the Employee does not return because of the presence of a serious health condition which prevents the Employee from performing his/her job or circumstances beyond the control of the Employee.

The employee will be required to substitute any vacation leave, personal leave or if applicable, sick leave, for any part of the twelve (12)-week period. The employee shall notify the personnel office what order he or she wishes to utilize the designated leave. If the employee fails to notify the personnel office, the accumulated leaves shall be utilized in the following order: sick leave, vacation leave, bonus leave and personal leave. At the point that an employee may be exhausting his accrued time prior to the end of his leave, the use of time will be cut to eight (8) hours per pay in order to maintain co-payment for hospitalization as required by this Agreement. Employees, at their discretion, shall be permitted to maintain a balance of fifty-six (56) hours of sick leave prior to making the transition to unpaid status during an authorized paid family medical leave. Upon return from family medical leave, the employee is entitled to be restored to the same or equivalent position as held by the employee prior to the leave. However, employees are not entitled to accrue employment benefits while on family medical leave, except seniority.

If both a husband and wife are employed by the Employer, they may be jointly entitled only to a total, combined twelve (12)-week period for family medical leave, excluding their own serious health condition.

Employees whose spouse or significant other is giving birth will be permitted to utilize twelve (12) weeks of FMLA. The first ten (10) working days shall be sick time for the birth with the furnishing of a physician statement as required by Article 28, Section 10. If said employee is requesting more than the ten (10) working days, the remainder of the requested paid leave shall be deducted from the employee's accumulated vacation, bonus and personal leave balances in that order. The employee may request leave in a different order to be approved at the discretion of the Sheriff or his designee. No additional sick leave shall be authorized unless the employee furnishes medical documentation and/or other evidence satisfactory to the Employer. Thereafter, other paid leave shall be substituted for the remainder of the family leave in the order specified above.

SECTION 2. *Maternity.* If the Employer has reason to believe that an employee is unable to fulfill usual duties by reason of pregnancy, the Employer may request in writing that said employee begin family medical leave, at an earlier date than the employee has selected. Should the employee refuse, the Employer may place the employee on disability separation.

SECTION 3. *Leave of Absence.* The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position, which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of leave, if such earlier return is agreed to by both Union and the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee and the Union.

SECTION 4. *Failure to Return from Leave of Absence.* An employee who fails to return to duty within three (3) calendar days of the completion of a leave of absence, without reporting to the Employer or his representative, may be removed by reference to these Rules.

ARTICLE 26 MILITARY LEAVE

SECTION 1. All employees shall be granted military leave in accordance with applicable federal and state law.

ARTICLE 27 NON-JOB RELATED COURT LEAVE

SECTION 1. The County shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer. All members called to serve as jurors shall notify their Division Commander upon receipt of the Court

subpoena and shall be assigned to the day shift during the period designated by the Court as standby for jury duty. Members released from jury duty prior to 4:30 p.m. shall report by telephone to their Division Commander of their release for reassignment.

SECTION 2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay unless the employee requests the use of vacation, bonus time, or personal leave to be schedule as provided for under the respective articles.

ARTICLE 28 SICK LEAVE

SECTION 1. *Crediting of Sick Leave.* Effective in the first full pay period after the signing of this Agreement, each employee shall accumulate up to nine (9) days of sick leave per year. Said leave shall be earned at 2.8 hours per pay period.

SECTION 2. *Incentive Leave.* Throughout the duration of this Agreement, each employee shall earn one-half (1/2) day, four (4) hours, of incentive leave or "bonus time" for each calendar month worked without any incidents of lost time. An incident of lost time means any calendar day on which any employee is absent from work for any amount of time due to unexcused absence, or unexcused tardiness, when paid time begins. However, in the event an employee shall establish an abusive absentee problem, the following provisions shall apply:

- A. An employee who receives a verbal warning regarding abusive absenteeism shall not earn "bonus time" for the month during which the verbal warning was issued.
- B. An employee who receives a letter of warning or written reprimand for abusive absenteeism shall not earn "bonus time" for the month during which said warning or reprimand was issued. Said employee shall be required to provide medical documentation for each absence for a period of six (6) months from the date of the warning, reprimand or from any other subsequent related disciplinary action. Failure to provide the medical documentation shall result in the requested sick leave or absence being counted as an incident of lost time. For purposes of this section, approved Funeral Leave (either sick leave or approved without pay) shall not be counted as an incident of lost time.

SECTION 3. Bonus time off must be scheduled and approved at least forty-eight (48) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Appointing Authority or his Designee in the case of an emergency.

SECTION 4. Prior to the first payday in December, each employee shall notify his Appointing Authority and/or Designee, in writing, of the manner in which he wishes to convert his unused bonus time. Any employee may either convert his bonus time to sick leave at the full value of his accumulated but unused bonus time or unused bonus time earned but not used in a calendar year may be carried over to the next calendar year. The maximum amount of bonus time, which may be carried over in any one year, shall be six (6) days.

SECTION 5. Charging of Sick Leave. Sick leave shall be charged in minimum units of one half (1/2) hour. An employee shall be charged for Sick Leave only for days upon which he would otherwise have been scheduled to work. Sick Leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 6. Uses of Sick Leave.

A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- (1) Illness or injury of the employee or a member of his immediate Family.
- (2) Death of a member of his immediate family (sick leave usage limited to maximum of five (5) working days).
- (3) Medical, dental, or optical examinations or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
- (4) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

B. Definition of Immediate Family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, stepfather, stepmother, stepchild, a legal guardian or other person

who stands in place of a parent (loco parentis), or resident aunt, resident uncle or significant other who stands in the place of the spouse, and who maintains the same residence and address as the employee. The employee has the burden to establish to the satisfaction of the Employer, the significant other relationship as defined herein.

SECTION 7. Evidence Requirement for Sick Leave Usage. The Employer shall require an employee to furnish a standard written, signed statement explaining the nature of the illness or injury to justify the use of Sick Leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action possibly up to and including dismissal.

SECTION 8. Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor one-half (1/2) hour before the time he is scheduled to report to work on each day of absence unless emergency conditions make it impossible, or the employee has made other reporting arrangements with his immediate supervisor.

SECTION 9. Abuse of Sick Leave. The definition of Abuse of Sick Leave is set forth in the policies of the Stark County Sheriff. Employees intentionally failing to comply with the sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wages paid.

SECTION 10. Physician Statement. If an employee is absent for 3 or more consecutive days, or if medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

SECTION 11. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the County.

SECTION 12. Expiration of Sick Leave. If illness, injury or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in this Agreement.

SECTION 13. Upon resignation or retirement or in case of a death in the line of duty, the bargaining unit member shall be entitled to their accumulated sick leave balance as follows:

1-10 years of service	¼ up to a maximum of 140 hours
10 or more years of service	½ up to a maximum of 500 hours

Such amount shall be paid to the employee within thirty (30) days after separation or retirement by separate deposit.

SECTION 14.

Effective July 1, 2014, in recognition of an employee's exemplary record of perfect attendance, all employees governed by this Agreement who complete a half (1/2) of the year with perfect attendance (January 1 to June 30th; July 1 to December 31st), with 8 hours or less (doctor's note required covering any hours used) absent for any reason whatsoever, shall be entitled to receive a bonus equal to ten (10) hours pay at his or her current base rate of salary. If an employee completes two consecutive halves with perfect attendance, with 8 hours or less per half (doctor's note required covering any hours used) absent for any reason whatsoever, the employee shall be entitled to receive a bonus to twenty-six (26) hours of pay at his or her current base rate of salary. When an employee reaches one (1) year with perfect attendance and continues in consecutive halves with perfect attendance, he or she shall continue to receive thirty-six (36) hours pay. Vacations, holidays, bereavement leave, military leave, jury duty, union leave, Family medical leave, or approved disability leave pursuant to Article 38 used shall not be counted as a day absent. The bonus amount shall be issued on the pay day of the pay period which includes the last day of the half and shall be by separate electronic deposit from bi-weekly wages.

**ARTICLE 29
PERSONAL LEAVE DAYS**

SECTION 1. Full-time employees of the bargaining unit shall accrue two (2) personal leave days annually that may be scheduled within (7) calendar days' notice to the division commander. Employees may be granted personal days with less than seven (7) days notice upon consent of the Sheriff or his designee(s). Upon retirement, resignation, or release, any unused personal days shall be paid at the bargaining unit members current rate of pay.

**ARTICLE 30
BEREAVEMENT LEAVE**

SECTION 1. In the event of a death in the immediate family of an employee, the employee shall be granted sick leave (up to five [5] calendar days) for bereavement. Said leave shall be provided in accordance with Article 28 of this agreement.

SECTION 2. In accordance with the above Section, in the event the death of an immediate family member occurs while an employee is on vacation, his vacation may be rescheduled for up to five (5) calendar days at a later time.

SECTION 3. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, stepfather, stepmother, stepchildren, a legal guardian or other person who stands in the place of a parent (in loco parentis), or resident aunt, resident uncle, or significant other who stands in the place of the spouse, and who maintains the same residence and address as the employee. An employee shall furnish satisfactory written proof to the Employer in order to be entitled to bereavement leave for an aunt, uncle residing with employee, and significant other.

ARTICLE 31 UNION LEAVE

SECTION 1. The Associate for the Fraternal Order of Police, Ohio Labor Council, or their alternate to the annual conventions or Conferences of the union who are in the bargaining unit shall be granted time off without pay for the purpose of participating in such conventions. In lieu of time off without pay, said employees may elect to take approved vacation leave, bonus time, or personal leave for such meetings. The employee must request such time off thirty (30) calendar days prior to any such meeting to the Employer. The length of such leave shall not exceed five (5) consecutive working days.

ARTICLE 32 DISABILITY LEAVE

SECTION 1. In the event an employee suffers a service connected injury, the Employer shall provide the employee with disability pay for the duration of the convalescence, up to a maximum of six (6) months. Such disability pay shall be calculated as the difference between the employee's average net pay (Average net pay shall be defined as the highest of the following: (1) the current fiscal year average net pay; (2) prior fiscal year average net pay; or (3) the combination of the current and prior years of average net pay) and the approved Workers' compensation payment. For

example, if it is documented that workers' compensation will provide two-thirds (2/3) of the employee's net pay for a given week, the disability pay for that week will be the one-third (1/3) of the employee's net pay.

SECTION 2. Disability pay is not an advance of workers' compensation, but a supplement to it. The Employer shall not be required to make any advance of workers' compensation payments under this Article. Payments shall be made only after the employee has provided the Employer a copy of the workers' compensation documentation detailing the amount awarded and the effective dates of the award. Any employee applying for disability leave must sign the Agreement to Reimburse incorporated in this contract prior to receiving any disability pay.

SECTION 3. If it is ultimately determined that the employee is not entitled to workers' compensation for any period of time, the employee shall refund all disability pay received for the applicable period of time. If the employee fails to refund such disability pay, the Employer may recoup the payment by making an appropriate adjustment as set forth in the Agreement to Reimburse.

SECTION 4. This article applies only to injuries incurred after May 18, 1993. The Employer shall not be liable for any disability pay in connection with injuries suffered prior to that date, even if the period of convalescence extends after the date noted above.

ARTICLE 33 QUARTERMASTER SYSTEM

SECTION 1. Those employees designated by the Employer who are not required to wear uniform shall receive an allowance of FIVE HUNDRED DOLLARS (\$500.00). A separate check for this amount shall be issued on the pay day of the pay period which is included on the 15th day of June each year. No deductions will be made from this check. The amount of the check will be included in the employee's appropriate wage and benefit statement made to the Internal Revenue Service.

SECTION 2. All uniformed employees of the Employer shall wear a uniform prescribed by the Employer, and the Stark County Sheriff agrees to issue new uniform articles and apparel and replace such uniform articles and apparel as the original issue wears out. It shall be the responsibility of the Employer to determine when an article is sufficiently worn out to justify a replacement.

Further, the Stark County Sheriff agrees to provide dry cleaning service for such uniform apparel.

SECTION 3. All uniform articles and apparel provided to employees in accordance with the quartermaster system shall be considered County property and shall be returned to the Employer when the employee terminates his or her employment. All property shall be subject to proper care and maintenance by the employee.

SECTION 4. The following provisions shall apply in connection with the clothing allowance for the employees within the Sheriff's Department:

- A. When an employee moves from commissioned, uniformed deputy into plain clothes or into civilian job and retains his commission, he shall continue under the quartermaster and dry cleaning allowance.
- B. If an employee moves from a uniformed deputy into a civilian job without retaining his commission, he shall return all of his assigned uniform equipment and thereafter he shall receive the monetary allowance as set forth in Section 1.

SECTION 5. The Quartermaster will be available to employees on Monday, Tuesday, Thursday and Friday from 8:00 am to 4:00 pm or Wednesday of each week from 6:00 am until 2:00 pm.

ARTICLE 34 OUTSIDE EMPLOYMENT

SECTION 1. Employees must recognize that the Stark County Sheriff's Office is their primary employer. No employee may accept employment with any other employer which is in conflict with his/her role as an employee of the Stark County Sheriff's Office as determined by the Stark County Sheriff or his designee. The Stark County Sheriff's Office retains the right to approve law enforcement related off-duty outside employment, including the right to regulate law enforcement-related off-duty outside employment by promulgating and enforcing rules as approved by the Stark County Sheriff.

SECTION 2. Any employee accepting non-law enforcement related off-duty employment must notify the Employer or his designee of the nature of the work, and the hours that he/she will be working, prior to beginning the work. The employer or his designee will either approve the work or notify the employee of the reason for denial. Such determination shall be made within a reasonable period of time. Approval for non-law enforcement related off-duty employment will be at the discretion of the Stark County

Sheriff or his designee, but such approval will not be unreasonably withheld.

SECTION 3. Any member of the Stark County Sheriff's Office employed in law enforcement or non-law enforcement related employment at the time of the signing of this Agreement shall timely submit to the Stark County Sheriff the details and hours of work involved in that employment. If, after review, the Stark County Sheriff or his designee determines that employment to be in conflict with Section 1 or 2 of this Article, the employee shall be permitted a reasonable period of time to terminate the employment without suffering economic hardship.

SECTION 4. Any and all disputes arising out of this article shall be subject to the grievance procedure set forth in Articles 9 and 11 of this Agreement.

ARTICLE 35 INSURANCE BENEFIT CONTINUATION

SECTION 1. Employee shall retain the insurance benefits agreed upon in Article 19 under the following circumstances:

- A. When an employee is granted an approved leave of absence without pay and the period of absence does not exceed three (3) months. However, in order to receive this benefit, the employee must utilize a sick leave day (if applicable), vacation day, bonus day, or personal leave day on the first pay day of each month in order to cover the employee's portion of the group insurance.
- B. When an employee is absent for a period of time, not to exceed three (3) months, as a result of continuous illness, or injury sustained off the job. However, in order to receive this benefit, the employee must utilize a sick leave day, vacation day, bonus day or personal leave day on the first pay day of each month in order to cover the employee's portion of the group insurance.
- C. When an employee is injured on the job and is removed from active pay status as a result of worker's compensation claim, not to exceed three (3) months. However, in order to receive this benefit, the employee must utilize a vacation day, bonus day or personal leave day on the first pay day of each month in order to cover the employee's portion of the group insurance.
- D. When an employee is absent due to active military service for a period not to exceed one (1) year. However, in order to receive this benefit, the employee must utilize a vacation day, bonus day or personal leave

day per month in order to cover the employee's portion of the group insurance.

SECTION 2. The employer further agrees that should the employee, who is injured on the job, be unable to return to work at the end of three (3) months, the Employer shall request the Stark County Board of Commissioners to continue coverage for the employee. The decision to continue such coverage shall be the decision of the Board and shall be made on a month by month basis. However, in order to receive this benefit, the employee must utilize a vacation day, bonus day or personal leave day on the first pay day of each month in order to cover the employee's portion of the group insurance.

ARTICLE 36 PERSONNEL FILES

SECTION 1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, paper, books, and documents pertaining to bargaining unit employees. To the extent that such records, paper, or other documents are not legitimately considered confidential, employees shall have access to their individual personnel files for review during normal business hours. Any employee who requests to examine his personnel file shall make a request at least two (2) hours in advance to the Employer. If such time is not mutually agreeable, an alternate time that is acceptable to the employee and the Employer shall be established. The Employer shall not be required to pay an employee or lose that employee's services as a result of this activity.

SECTION 2. Employment information such as reference checks and responses shall not be considered confidential and shall be subject to inspection or copying by the employee.

SECTION 3. Upon the employee's review and request, disciplinary records which no longer have force and effect, shall be placed in a sealed folder and maintained in the employee's personnel file. The parties further agree that an employee has the option to be present when a member of the general public requests to examine that employee's personnel file.

SECTION 4. Employees shall, within reason, be provided a copy of any non-confidential material contained in their personnel file upon written request.

SECTION 5. Copies of any non-confidential new entries to an employee's file shall be furnished to the employee within three (3) calendar days of placement into the employee's files. This requirement does not include

bookkeeping documents such as documents regarding payroll, pre-employment documentation, leaves of absence, or documentation submitted to the Employer by the employee.

**ARTICLE 37
APPLICATION OF STATE CIVIL SERVICE LAW**

SECTION 1. The parties hereby agree that for purpose of this Agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of personnel actions, or any other type of documentation, regarding bargaining unit personnel, to the Ohio Department of Administrative Services applied to bargaining unit employees.

SECTION 2. It is fully 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 the express matters covered by this labor agreement.

SECTION 3. The parties agree that where this Agreement makes no specification with regard to a matter, the Employer and employees shall be subject to applicable laws pertaining to wages, benefits, hours, and terms and conditions of employment.

**ARTICLE 38
WAGES**

SECTION 1. The base hourly rate of each employee shall be as follows:

CORRECTIONS OFFICERS

<u>2015</u>	<u>2016</u>	<u>2017</u>
\$21.56	\$22.21	\$22.66
\$20.47	\$21.09	\$21.51
\$19.45	\$20.03	\$20.43
\$18.47	\$19.03	\$19.41
\$17.56	\$18.09	\$18.45

MAINTENANCE & MECHANICS

<u>2015</u>	<u>2016</u>	<u>2017</u>
-------------	-------------	-------------

\$19.24	\$19.82	\$20.22
\$18.24	\$18.79	\$19.17
\$17.34	\$17.86	\$18.22
\$16.46	\$16.95	\$17.29
\$15.64	\$16.11	\$16.43

CLERKS

<u>2015</u>	<u>2016</u>	<u>2017</u>
\$13.94	\$14.36	\$14.65
\$13.23	\$13.63	\$13.90
\$12.55	\$12.93	\$13.19
\$11.95	\$12.31	\$12.56
\$11.31	\$11.65	\$11.88

COMMUNICATION TECHNICIANS

<u>2015</u>	<u>2016</u>	<u>2017</u>
\$19.77	\$20.36	\$20.77
\$18.79	\$19.35	\$19.74
\$17.85	\$18.39	\$18.76
\$16.94	\$17.45	\$17.80
\$16.10	\$16.58	\$16.91

Bargaining unit members shall continue to progress upward through the step increase procedure until all members reach the top step.

Employees will be placed in steps corresponding to their wage rate as set forth in the current step column. Annually thereafter, they would go up one step each year until reaching the top step.

SECTION 2. Any newly hired employee whose position requires State Certification, shall initially be paid ten percent (10%) less than the lowest Step of the pay scale of the newly hired employee's classification. Upon successful completion of any required training, the employee shall be advanced to the lowest pay Step for the classification he/she was hired to fill.

SECTION 3. Employees who are promoted shall be placed in the appropriate pay range for his/her new classification and at a Step which would give him/her an increase in pay. The employee who is demoted shall be placed in the appropriate pay range for his/her new classification, and at a Step which would provide the least decrease in pay.

SECTION 4. Employees who have completed four (4) but less than ten (10) years of service shall be paid longevity pay of two and one half percent (2 ½ %) of the employee's gross pay. Employees who have completed ten (10) but less than fifteen (15) years or more of service shall be paid longevity pay of three percent (3%) of the employee's gross pay. Employees who have completed fifteen (15) years but less than twenty shall be paid longevity pay of four and one half percent (4 ½ %) of the employee's gross pay. Employees who have completed twenty (20) years or more of service shall be paid longevity pay of six (6%) percent of the employees gross pay. Such payment shall be made in the last pay of December in the year in which longevity is earned and shall be done through electronic deposit.

SECTION 5. In the event the employee retires or resigns prior to his anniversary date; he/she shall receive an appropriate portion of such longevity pay. There shall be no proportion or pro rata payment of longevity pay in the event of loss of seniority for any reason other than retirement or resignation.

ARTICLE 39 PROBATIONARY PERIOD

SECTION 1. Every newly-hired employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall be in accordance with the following schedule:

Automotive Mechanic	-	180 days
Clerk	-	180 days
Communications Tech.	-	365 days
Corrections Officer	-	365 days
Maintenance Repair Worker	-	180 days

Newly promoted employees of the bargaining unit shall also serve a probationary period of either 180 or 365 calendar days in accordance with the above schedule. Time spent on a leave of absence shall not count toward completion of the probationary period.

SECTION 2. If a current employee is promoted or transferred into a classification that requires successful completion of the Ohio Peace Officer's Training Academy (Corrections Officer) and such employee, at the time of promotion or transfer, must receive training at the expense of the Office, such employee shall only be required to complete a probationary period of one hundred eighty (180) calendar days. All newly hired employees entering a classification that requires successful

completion of the Ohio Peace Officer's Training Academy, regardless of education, background, or training prior to employment, shall be required to complete the three hundred sixty-five (365)-day probationary period as defined in Section 1 of this Article.

SECTION 3. An employee failing to successfully complete his or her promotional probationary period shall be returned to his or her former classification.

SECTION 4. Newly hired employees shall not have the right to grieve or appeal a probationary removal. Newly promoted employees shall not have the right to grieve or appeal a probationary reduction.

SECTION 5. Should a probationary employee be laid off, the employee shall retain credit for that part of the probationary period which the employee successfully completed prior to the layoff. The employee shall retain such probationary period credit as long as the employee is entitled to recall rights. Should the employee return from layoff during the recall period, he or she shall only be required to complete the balance of the probationary period for the classification.

SECTION 6. The probationary period as hereinabove set forth may be extended for such periods of time as may be mutually agreed upon between the Employer and the Union.

ARTICLE 40 EDUCATION AND TRAINING REIMBURSEMENT

SECTION 1. The Employer agrees to provide opportunities which promote continuing education, training, and upgrading of employees. These opportunities will enable employees to increase knowledge and skill and advance career goals.

SECTION 2. The Union may advise and consult with the Employer on the possible development, content, and the format of career advancement programs, courses, and workshops to be made available to the bargaining unit employees at the regularly scheduled labor/management meetings. In that connection, the Employer agrees to make available to the Union all literature and other types of information on training opportunities which is received by the Stark County Sheriff's Office. The Employer shall indicate whether the training opportunity is endorsed by the Stark County Sheriff's Office. Such endorsement shall serve to notify employees whether participation in such program will serve to enhance their career with the Stark County Sheriff's Office.

SECTION 3. Basic and in-service training shall be provided by the Employer to prepare an employee to perform the substantial and material duties and responsibilities of his or her position, to learn correct procedures and expected performance levels. The extent of such basic in-service training will be determined by the Employer. To the extent that such training is provided by the Employer during normal working hours of the employee, the said employee shall receive his regular hourly rate. In the event such training goes beyond normal working hours, the employee shall receive overtime pay in accordance with the terms of this agreement.

SECTION 4. The Employer may require an employee to attend the job-related training programs, courses, workshops, and seminars. If such training is required by the Employer, the Employer shall reimburse the employee for expenses incurred for attending such job-related training programs.

SECTION 5. In order for an employee to secure reimbursement for an Employer-approved program, the employee must submit documentation certifying successful completion of such program and sales receipt verifying purchase of any required materials.

SECTION 6. The Employer may offer an employee the opportunity to voluntarily attend job-related training programs, courses, workshops, and seminars. If such training is offered by the Employer upon a voluntary basis, the amount and method of reimbursement for the time spent and for expenses incurred for attending such job-related training program may vary from program to program at the discretion of the Employer.

SECTION 7. Request to attend a training session(s) will be made by the employee at least thirty (30) calendar days prior to the date of such program unless legitimate circumstances dictate a shorter period of time. The employee must file a written request specifying the nature of the training program to be attended, what the employee hopes to learn through his or her attendance at the training program.

SECTION 8. The Employer may deny the employee's request to attend such program if Employer does not believe that such training program will benefit the employee or the agency or for any other justifiable reason.

SECTION 9. Attendance at such training programs may be cancelled by the Employer due to staff absences or any type of emergency situation.

ARTICLE 41 SUBSTANCE ABUSE SCREENING

SECTION 1. Substance abuse screening or testing shall be conducted based upon probable cause, and/or on a random basis as set forth herein. Probable cause is defined as an apparent state of facts, circumstances, or information which exists from an inquiry by the supervisor, or from a credible source confirmed by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs or alcohol. This testing shall be conducted for administrative purposes and the results obtained shall not be used in criminal proceedings. The following procedure shall not preclude the Employer from other administrative screening for purposes of hiring and promotions.

SECTION 2. Random drug screening will be conducted periodically within the Sheriff's Office, in accordance with the following procedures:

- A. The employees selected for random drug screening will be determined through a computerized random selection program, which has been made available by the Data Processing Department. All employees will be assigned a number on a master list for the purpose of this program.
- B. For each random selection made, only those employees who are scheduled and are working on the day that the random screening is scheduled will be contacted to participate in the drug screening program for that day.
- C. On site employee representative of the FOP/OLC will be present at the time the Sheriff or his designee opens the list of employees selected to participate in the drug screening for that day.
- D. Employees who have been selected will receive proper verbal and written confirmation from the Sheriff. The written notification letter shall contain specific instructions for obtaining the urine specimen.

SECTION 3. Drug screening/testing shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. Screening may also be given to employees to detect the use of alcohol during working hours. Employees are prohibited from consuming alcohol for a period of at least four (4) hours preceding any scheduled working shift, and during any working shift, or from being otherwise impaired from alcohol. Impairment is defined as 05% or greater breath alcohol content, BAC.

SECTION 4. If an employee is suspected of illegal use of controlled substances or the use of alcohol during working hours, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting the suspicion.

The supervisor shall immediately notify the Sheriff or his designee of the suspicion. The Sheriff or his designee will then determine whether probable

cause exists to warrant screening. If the Sheriff or his designee determines that probable cause to test exists, the employee will be ordered to testing. If the Sheriff or his designee are unavailable, the Sheriff or his designee shall appoint another designee to make the probable cause determinations after consultation with a designated Union associate. The employee will also be immediately relieved from his or her duties, his or her firearms shall be restricted, prohibited from operating any county owned motor vehicle and/or equipment, and the employee shall be placed on paid administrative leave pending receipt of the testing results. Following the actual screening, the employee shall be provided transportation home.

All drug screening/testing shall be conducted in compliance with the Department of Health and Human Services Regulations and the National Institute on Drug Abuse (NIDA) Regulations on drug screening as of the date of this Agreement. The procedure utilized shall include procedures to insure the integrity of the collection and processing of urine samples, a chain of custody procedure, a positive result handling procedure, including gas chromatography/mass spectroscopy (GC/MS) capability, and the use of Medical Review Officer.

Initially, alcohol testing shall be by breath alcohol content (BAC) and shall be given by a non-bargaining unit member. If the initial test showed that the breath alcohol content is .05% or greater, the employee will be subject to a separate confirmatory test by utilizing another testing method.

SECTION 5. After an employee has been ordered to submit for testing, the employee shall be provided a Union associate to accompany the employee. The employee may release the Union associate if he or she desires. The Union may designate names of members to be used solely for the purpose of representation during screening. An employee may also have a second confirmatory test done at an accredited lab of his or her choice at their expense if the testing and screening is positive.

SECTION 6. If the results of the drug tests are negative, the employee shall be returned to regular duty. If two (2) of the three (3) screening and/or confirmatory drug tests are positive, the Employer shall require the employee to successfully complete a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program must use any accumulated leave time for the period of the program. If no such leave credits are available, the employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program, not to exceed six (6) months. Upon completion of such program(s) and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to regular duty. The Employer reserves the right to determine the nature of the employee's assignment upon their return to work.

If the results of the initial alcohol screening show that the breath alcohol content is .01% or above, the employee shall be given transportation home and must use any accumulated leave time for the remainder of the day. If the results of the initial test are .01 to .04%, no further action will be taken against the employee. If the results of the initial test are .05% or above, the employee will be ordered to confirmatory testing. If the confirmatory tests demonstrate that the alcohol level is .05 percent or above, employer shall require the employee to complete any and all counseling or treatment programs recommended by the Stark County Sheriff's clinical psychologist. An employee who participates in these programs must use any accumulated leave time for the period of the program. If no such leave credit is available, the employee shall be placed on leave of absence without pay for the period of the program, not to exceed six (6) months. Upon completion of the program, the employee shall be returned to regular duty. The employer reserves the right to determine the nature of the employee's assignment upon the return to work.

An employee on an unpaid leave of absence as the result of this provision shall not lose seniority or benefit coverage for a period not to exceed ninety (90) days.

SECTION 7. Upon return to work, the employee shall be subject to random drug re-testing for a period of one (1) year from the date of return to duty.

SECTION 8. If an employee refused to undergo rehabilitation or detoxification, or fails to complete a program, or tests positive at any time within one (1) year after return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action.

SECTION 9. Except as otherwise provided herein, cost of all drug screening/testing and confirmatory tests shall be borne by the Employer.

SECTION 10. For the purposes of implementing the provisions of this Article, each bargaining unit member shall execute medical releases within sixty (60) days of the signing of this Agreement. The medical release statement shall only authorize the release of the results of the drug screen/test results pertaining to the drug screening/test.

ARTICLE 42 LUNCH BREAK

SECTION 1. Employees shall be permitted a one-half (1/2) hour lunch break per shift. Due to the nature of Agency operations, employees may be interrupted or prevented from taking lunch breaks.

SECTION 2. Such meal periods shall be scheduled and approved by the employee's immediate supervisor.

ARTICLE 43 SHIFT PREFERENCE

SECTION 1. By October 1 of each year of this Agreement, each employee shall specify, a first, and where applicable, a second preference as to the shift in which the employee is to be scheduled for the following year. The Employer may require that such preferences be specified on a form prepared by the Employer. Employees who neglect to specify their preference shall be presumed to have no preference.

SECTION 2. As soon thereafter as feasible, but in no event more than thirty (30) days after the submission of the specifications referred to in Section 1, the Employer shall post a roster listing the shift to which each employee is assigned. Except for unforeseen circumstances requiring changes, the shift assignment will be effective for the following year.

SECTION 3. To the greatest extent feasible in keeping with the mission of the department, each employee shall be assigned to the employee's first preference. To the greatest extent feasible in keeping with the mission of the department, each employee who cannot be assigned to the employee's first preference shall be assigned to the employee's second preference. Whenever it is not possible to assign all employees to their first or second preferences, employees with the greatest amount of bargaining unit seniority shall be afforded priority.

SECTION 4. It is understood and agreed that there may be a need to assign employees with particular skills to specific shifts, that there is a need to insure that an adequate number of experienced employees are assigned to each shift, and that there may be other reasons which may prevent an employee from being assigned to the employee's preferred shift. However, the department will make a reasonable and good faith effort to maximum the number of employees whose preferences are granted.

ARTICLE 44 REPRODUCTION AND DISTRIBUTION OF AGREEMENT

SECTION 1. The Union shall, upon the ratification and signing of the Agreement by the parties, reproduce this Agreement at the FOP's expense in booklet form and distribute to all voting Union members in the Department.

ARTICLE 45 WAIVER IN CASE OF EMERGENCY

SECTION 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Stark County Commissioners, the Stark County Sheriff, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union's replies on grievances; and
- B. all work rules and/or agreements and practices relating to the assignment of all employees.

SECTION 2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 46 SEVERABILITY

SECTION 1. This Agreement is subject to all applicable Federal laws, Equal Employment Opportunity Commission Rules and Regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

SECTION 2. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 47 DURATION OF AGREEMENT

SECTION 1. This agreement shall be effective as of July 1, 2014 and shall remain in full force and effect until June 30, 2017, its termination date.

SECTION 2. If either party desires to modify, amend, or renegotiate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the termination date, nor later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices shall be by electronic mail. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SECTION 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands

and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 48 COMPENSATION FOR LOST/DAMAGED PROPERTY

If the personal property of a bargaining unit member is lost, damaged, or destroyed as the result of actions arising out of the member's performance of official duties, the member may submit a request that the Employer compensate the member for the property, repair of the property or replacement of the property to the limits set forth below.

The member must file a written report of the incident to the Employer immediately after the loss, destruction, or damage, and shall contain a description of the property, an explanation as to how the property was lost, destroyed or damaged, and an estimate cost of repair or replacement. Where practicable, the property shall be made available for inspection. The member shall also submit a follow up report with proof that the member pursued court ordered restitution, workers compensation and/or any applicable insurance coverage for the repair or replacement of the property.

This article shall only apply to the following:

1. Wrist watch up to \$100.00;
2. Prescription eye glasses or contacts up to \$250.00. This may include up to one pair of prescription sunglasses.

ARTICLE 49 TIME DONATION

SECTION 1. If approved by the Sheriff, a bargaining unit member may, at his/her discretion, donate paid vacation, bonus, or personal time out of his/her own vacation, bonus or personal leave account to another employee whose hourly rate is either less than or equal to that of the donor and who has used all of his/her available paid leave (including but not limited to vacation leave, sick leave, personal leave, bonus time and disability leave), due to catastrophic illness or injury of the employee or to

any person in the employee's immediate family. For purposes of this Article, immediate family shall include mother, father, spouse, or child.

SECTION 2. Any vacation, bonus or personal time must be donated in eight (8) hour increments. The member donating the vacation time must do so through the Personnel Office on a form approved for this purpose by the Sheriff. In order to donate vacation time, the member donating the time must have at least two (2) weeks of combined vacation, bonus and personal leave remaining at the time of donation.

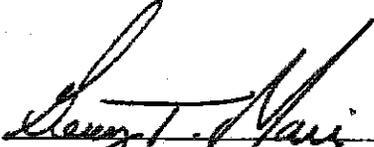
SECTION 3. Any member who is retained in paid status as a result of the use of vacation, bonus or personal time donated by another employee(s) as provided for in this Section shall not continue to accumulate any paid leave (including but not limited to vacation leave and sick leave) and shall not be eligible for bonus time or the perfect attendance bonus.

SECTION 4. Any bargaining unit member who donates time will be solely responsible for any and all gift taxes

SECTION 5.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 17 day of December, 2014.

FOR THE STARK COUNTY SHERIFF FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.



GEORGE T MAIER
STARK COUNTY SHERIFF

ss/Brenda Goheen
BRENDA GOHEEN

FOR THE STARK COUNTY
COMMISSIONERS:

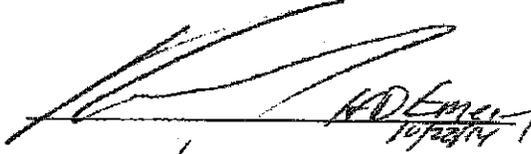


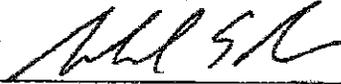
THOMAS BERNABEI
STARK COUNTY COMMISSIONER



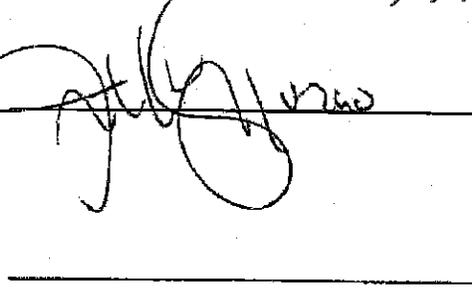


JANET WEIR CREIGHTON
STARK COUNTY COMMISSIONER





RICHARD REGULA
STARK COUNTY COMMISSIONER



APPENDIX A

REPRESENTATIVE TIME FORM

Representative's Name: _____

Work Area: _____

Date: _____ Destination: _____

Grievance No.: _____

Left Work Area _____ a. m. _____
p.m. _____ Attend Meeting with
the Employer

Returned to
Work Area _____ a. m. _____
p.m. _____ Process Grievance

_____ Attend Disciplinary
Steward's Supervisor _____ Conference

Began: _____ a.m.
p.m.

Ended: _____ a.m.
p.m.

Supervisor or Manager

Steward

Complete in Triplicate:
1 copy Steward
1 copy Supervisor or Department Head
1 copy Sheriff

APPENDIX B

AGREEMENT TO REIMBURSE

The purpose of this Agreement is to insure that any Disability Pay Benefits paid by the Employer in advance of final claim determination by the Ohio Bureau of Workers' Compensation are automatically repayable to the Employer if the claim is ultimately disallowed.

I, _____, hereby agree to reimburse the Stark County Sheriff for any amounts which I may receive per the provisions of the Disability Pay Article set forth in the Labor Contract and which commenced on _____, and to which I would not be entitled in the event that the Ohio Bureau of Workers' Compensation disallows the claim.

Under such circumstances, repayment of the monies received will be made in the following manner:

1. Reduction of Sick Leave Balance, Vacation Balance, or any other compensable time.
2. Payroll reduction.

If sufficient sick leave and vacation credit hours do not exist to fully recover the paid Workers' Compensation Wage Benefits, I hereby authorize the Stark County Sheriff to deduct a reasonable amount not to exceed Fifty Dollars (\$50.00) per pay from my earnings until the required amount is fully reimbursed.

Employee's Signature

Social Security Number

Date

Accepted for the Stark County Sheriff By: _____

Title: _____

Date: _____

APPENDIX C

GRIEVANCE FORM

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**
222 EAST TOWN STREET
COLUMBUS, OHIO 43215-4611
1 (614) 224-5700
FAX 1 (614) 224-5775
1-800-FOP-OLCI

<p>FILING OUT THIS FORM DOES NOT CONSTITUTE FILING OF THE GRIEVANCE. YOU MUST STILL FOLLOW YOUR GRIEVANCE PROCEDURE.</p>	
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O.L.C. Unit: _____ Employer: _____
 O.L.C. Grievance No.: _____ Address: _____
 Phone No.: _____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form must be sent to the O.L.C. Office - IMMEDIATELY

Please have your Associate call your Staff Representative when filing a grievance

Name of Grievant: _____ Badge No: _____
 Grievant address _____ Phone No: _____
 Classification: _____ Assignment: _____
 Shift: _____ Date of appointment: _____
 Immediate Supervisor at time of incident: _____
 O.L.C. Representative: _____ Date and time: _____
 Grievance first discussed with _____ Date and time: _____
 Article and section number of contract violation: _____
 Statement of grievance (Give times, dates, who, what, when, where, why, and how):

Remedy requested: _____

Grievant's signature: _____ Date and time: _____

STEP ONE

Received by: _____ Date and time: _____

Date of meeting: _____ Time: _____ Place: _____

Step one response: _____

Received by: _____ Date and Time _____

ANSWER IS: Accepted: _____ Rejected: _____

Resolution

Distribution

Stark County Commissioners

Journal
File
Dept.
Ohio FOP

Adopted Dec. 17, 2014

Subject **COLLECTIVE BARGAINING AGREEMENT BETWEEN
STARK COUNTY SHERIFF AND FRATERNAL ORDER OF
POLICE (LINE STAFF)**

Commissioner Creighton moved the adoption of the following Resolution which was seconded by Commissioner Regula.

WHEREAS, the Stark County Sheriff and the Fraternal Order of Police have been negotiating a new collective bargaining Agreement to replace the contract which expired on July 1, 2014, and

WHEREAS, the Sheriff and the Fraternal Order of Police have reached a tentative Agreement; and

WHEREAS, the Sheriff has recommended to the Stark County Board of Commissioners that the Commissioners approve, as the legislative body, the new three (3) year Agreement between the Sheriff and the Fraternal Order of Police.

NOW, THEREFORE, BE IT RESOLVED:

That the Board of Commissioners hereby approves and signs the collective bargaining agreement between the Stark County Sheriff and the Fraternal Order of Police, to become effective July 1, 2014, and ending June 30, 2017, which contract is incorporated herein by reference and made a part hereof the same as though rewritten herein.

Upon roll call the vote resulted as follows:

MR. BERNABEI - yes MS. CREIGHTON - yes MR. REGULA - yes

CERTIFICATE

I, Marshall A. Conwell, hereby certify the foregoing to be a true and correct record of the action adopted by the Board.